



**JOINT MEETING OF THE CHARLOTTE COUNTY - PUNTA GORDA  
METROPOLITAN PLANNING ORGANIZATION BOARD AND LEE COUNTY  
METROPOLITAN PLANNING ORGANIZATION BOARD**

**Burnt Store Road Presbyterian Church, Stewart Hall, 11330 Burnt Store Road,  
Punta Gorda, Florida at 9:30 a.m.  
Friday, February 16, 2024**

- 1. Call to Order/Roll Call**
- 2. Invocation – Pastor Bill Frank – First Baptist Church of Punta Gorda**
- 3. Pledge of Allegiance**
- 4. Chairs' Comments**
- 5. Public Comments on Agenda Items**
- 6. Approval of Agenda**
- 7. Review and Comment on the Joint Transportation Regional Incentive Program (TRIP) Project Priority List**
- 8. Charlotte County Community Development Update**
- 9. Status of the Burnt Store Road Corridor Projects / East West Connection Update**
- 10. Status of the SR 31 Projects**
- 11. Information and Review of the Regional Lee/Charlotte-Punta Gorda/Sarasota Manatee MPO's Interlocal Agreement**
- 12. Information on the Proposed Regional Passenger Rail Study Request and Current Plans and Projects in Florida Providing Potential Connectivity**
- 13. Next Meeting Date**
- 14. Staff Comments**
- 15. Member Comments**
- 16. Public Comments**
- 17. Adjournment**

All interested parties are invited to appear and be heard on each of the above items. Written comments filed with the MPO will be considered. Copies of all of the above proposed documents are available by calling the Lee MPO Office at 239-244-2220 or the Charlotte County-Punta Gorda MPO Office at 941-883-3535.

**THIS NOTICE is published pursuant to the requirements of the Federal Laws, Florida Statutes and MPO Policy. NO STENOGRAPHIC RECORD BY A CERTIFIED COURT REPORTER IS MADE OF THIS MEETING. ACCORDINGLY, ANY PERSON WHO MAY SEEK TO APPEAL ANY DECISIONS INVOLVING THE MATTER NOTICED HEREIN WILL BE RESPONSIBLE FOR MAKING A VERBATIM RECORD OF THE TESTIMONY AND EVIDENCE AT THIS MEETING UPON WHICH ANY APPEAR IS TO BE BASED.**

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact the Lee MPO at 239-244-2220 or the Charlotte County-Punta Gorda MPO at 941-883-3535 at least seven (7) days prior to the meeting.

***THE MPO'S PLANNING PROCESS IS CONDUCTED IN ACCORDANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND RELATED STATUTES. ANY PERSON OR BENEFICIARY WHO BELIEVES HE/SHE HAS BEEN DISCRIMINATED AGAINST BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, DISABILITY OR FAMILY STATUS MAY FILE A COMPLAINT WITH THE LEE MPO TITLE VI COORDINATOR CALANDRA BARRACO AT (239) 244-2220 OR BY WRITING HER AT P. O. Box 150045, CAPE CORAL, FLORIDA 33915 OR THE CHARLOTTE COUNTY-PUNTA GORDA MPO TITLE VI COORDINATOR WENDY W. SCOTT AT (941) 883-3535 OR BY WRITING HER AT 18500 MURDOCK CIRCLE, BUILDING B, SUITE 200, PORT CHARLOTTE, FL 33948.***

## **REVIEW AND INPUT OF THE JOINT TRANSPORTATION REGIONAL INCENTIVE PROGRAM (TRIP) PROJECT PRIORITY LIST**

**Attachment:** Joint 2024 TRIP Priorities for Lee and Charlotte County-Punta Gorda MPOs

**Discussion Item:** Review of the Proposed TRIP Project Priorities

### **Background**

The TRIP program provides funding for roadway and transit projects on the regional roadway network map. The TRIP priority projects seeking funding require a minimum fifty percent local funding match; must be a facility on the regional roadway network map; be submitted on a joint project priority list by adjacent MPOs; and are required to be programmed in the local Capital Improvement Element.

### **Recommendation**

Provide input on the proposed priorities for the Joint 2024 TRIP Priorities for the Lee and Charlotte County-Punta Gorda MPOs. The Joint TRIP Priority List will come back to each MPO Board for voting approval at a future regular MPO Board Meeting. Previously, joint meetings of the Charlotte County-Punta Gorda MPO and Lee MPO Boards agreed to make completion of the needed improvements to Burnt Store Road the top annual Joint TRIP project priority submitted to FDOT until completion of all segments of the roadway. We appreciate the commitment that FDOT has made with this funding in the past for the segments that have been completed or are currently underway and hope to continue that with the remaining two-lane segments. FDOT should continue to work with the respective County, City and MPO staff to complete all segments.

**2024 JOINT TRIP PRIORITIES FOR LEE AND CHARLOTTE COUNTY-PUNTA GORDA MPO**

Adoption by Lee MPO in May or June

Adoption by Charlotte County-Punta Gorda MPO in May 2024

Sponsor	Route	From	To	Proposed Improvement	Requested Phase	Total Cost	Requested TRIP Funds	Amount of TRIP Funds Prgrammed	Year Funded	2023 Joint Priority
Lee County	Burnt Store Rd	Van Buren Pkwy	Lee County Line	2L to 4L	ROW	\$32,000,000	\$4,000,000			
Charlotte County	Harborview Rd	Melbourne St	I-75	2L to 4L	CST	\$45,630,000	\$4,000,000	TBD	2025/2026	
Lee County	Corkscrew Road	E. Ben Hil Griffin Road	Bella Terra	2L to 4L	CST	\$24,525,000	\$6,975,000	\$2,651,966	2021/2022	
Charlotte County	Burnt Store Rd	Lee County Line	Wallaby lane	2L to 4L	ROW	TBD	\$2,000,000			
Lee County	Ortiz Avenue	Colonial Blvd	SR 82	2L to 4L	CST	\$34,566,000	\$4,000,000			
Charlotte County	Edgewater Dr/Flamingo Blvd Ext.	Collingswood Blvd	SR 776	2L to 4L	CST	\$38,080,000	\$2,200,000			
Lee County	Corkscrew Road	Bella Terra	Alico Road	2L to 4L	CST	\$35,600,000	\$4,000,000			
Charlotte County	Jones loop Rd	Burnt Store Rd	Piper Rd	4L to 6L	PE	\$45,020,000	TBD			
Lee County	Three Oaks Pkwy	Indian Pony Drive	Daniels Parkway	New 4L	CST	\$31,720,000	\$7,500,000			
Lee County	Ortiz Avenue	SR 82	Luckett Road	2L to 4L	CST	\$43,635,000	\$5,000,000			
Lee County	Alico Extension - Phase I	Airport Haul Rd	East of Alico Road	2L to 4L/New 4L	CST	\$30,000,000	\$3,000,000			
Lee County	Alico Extension - Phase II & III & Sunshine	East of Alico Rd	23rd Street	New 4L/2-4L	CST	\$200,000,000	\$8,000,000			
Lee County	Ortiz Avenue	Luckett Road	SR 80	2L to 4L	CST	\$37,188,000	\$5,000,000			

## CHARLOTTE COUNTY COMMUNITY DEVELOPMENT UPDATE

**Attachments:** Burnt Store Area Plan PowerPoint Presentation

**Discussion Item:** Charlotte County Community Development Update

### **Background**

A well-planned transportation infrastructure system is essential for establishing the framework for sustainable development of communities. Transportation infrastructure and Community Development are intricately linked. Vital corridors like Burnt Store Road serve as the conduit that drives economic growth, regional connectivity, and access to destinations within communities in Lee and Charlotte Counties.

Shaun Cullinan, Charlotte County Planning and Zoning Official, will provide a brief summary of future developments along the Burnt Store Road Corridor in Charlotte County as outlined in the Burnt Store Area Plan. These proposed developments could serve as an indicator of additional needed capital infrastructure improvements in the near future.

### **Recommendation:**

This agenda item is for informational and discussion purposes only.



# Burnt Store Road Area Plan

Lee-Charlotte County Joint MPO Meeting,  
February 16, 2024



CHARLOTTE COUNTY  
FLORIDA

# BURNT STORE AREA PLAN

A PUBLIC / PRIVATE PARTNERSHIP

ORIGINALLY SUBMITTED JANUARY 2005

REVISED OCTOBER 2005



# Public Private Partnership (PPP)

Over the last year, the Burnt Store Corridor started receiving significant development pressure on the large undeveloped properties north of the Charlotte/Lee County line. In an effort to allow a more comprehensive and coordinated approach to development along Burnt Store Road and throughout Charlotte County, the Board of County Commissioners directed county staff to undertake a planning effort to address cumulative impacts and needs of the area. To expedite the study, a group of large property owners in the area formed a partnership – The Burnt Store Improvement Initiative – to create an Area Plan for the Burnt Store Corridor. The partnership’s mission is to address comprehensive issues of concern to the Burnt Store Corridor as well as the surrounding area, roughly bounded by the Charlotte/Lee County line to the south, US 41 to the east and Tuckers Grade to the north. Charlotte County then formed a public/private partnership with the Burnt Store Improvement Initiative to oversee the Area Plan.

The cooperative effort is designed to undertake a comprehensive approach to planning future improvements to transportation, utilities and the natural environment along the corridor and throughout the surrounding area. The Burnt Store Road Area Plan presents an opportunity to meet the needs of today while preparing for tomorrow, and do it in a way that protects the area’s natural assets.





# Burnt Store Area Plan

- Accepted 2005
  - In order to bring properties into the Urban Service Area and direct growth
  - Comprehensive Plan Policies adopted 2005
- Currently 10,559 units approved
  - Either PD or Final Detail Site Plan

# Burnt Store Area Plan

- Subsequent to Plan adoption, Future Land Use Map (FLUM) Designations placed on properties
  - Burnt Store Limited Development
  - Burnt Store Village Residential
  - Previously existing agricultural, commercial, and residential FLUM designations

# Burnt Store Area Plan

- Burnt Store specific FLUM designations implemented by Planned Development (PD)
- All projects increasing density must transfer TDU's onto property
  - Must follow TDU Ordinance, same, or more restrictive, Coastal High Hazard Area (CHHA) designation and Flood Zone designations
- Currently 2,062 units of density have been transferred onto properties

# Burnt Store Area Plan

- Significant amount of land in Preservation
  - State-owned
  - County-owned
  - City-owned
  - Privately-owned
    - Heritage Station (almost half of the property)
    - Heritage Landing (almost half of the property)

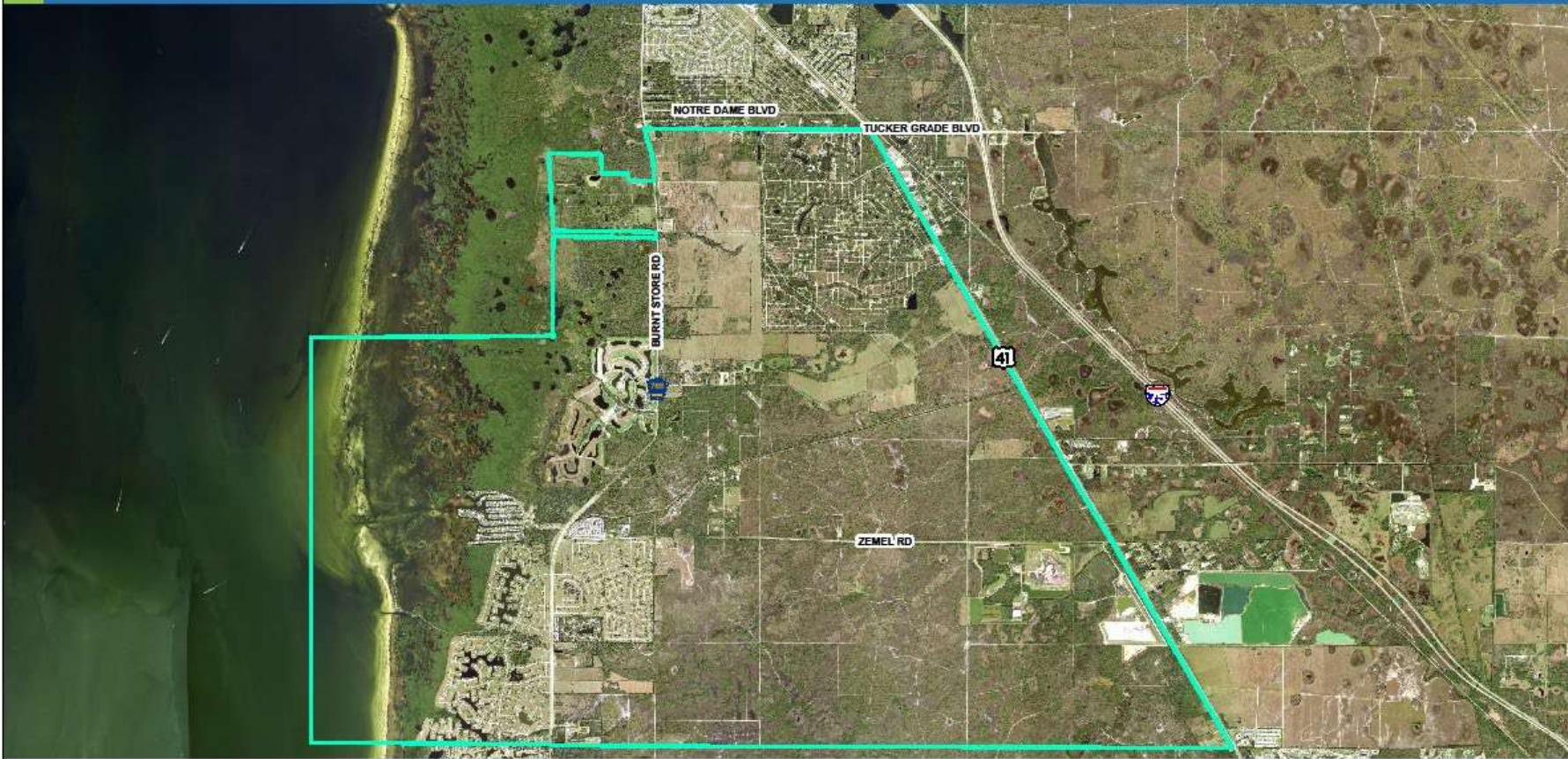
# Burnt Store Area Plan

- All projects require open space under their Planned Development
  - Min. 20%
- Burnt Store Village Residential allows for commercial entitlements as well
  - Up to 10% per project
  - Location and other requirements

# What the Plan Doesn't Address

- Existing Platted Residential Developments
  - Burnt Store Village, Lakes, etc...
  - Drainage
  - Roadway impacts
- New developments cannot impact stormwater offsite of the development
  - State and County regulations

**CHARLOTTE COUNTY**  
**BURNT STORE AREA PLAN**

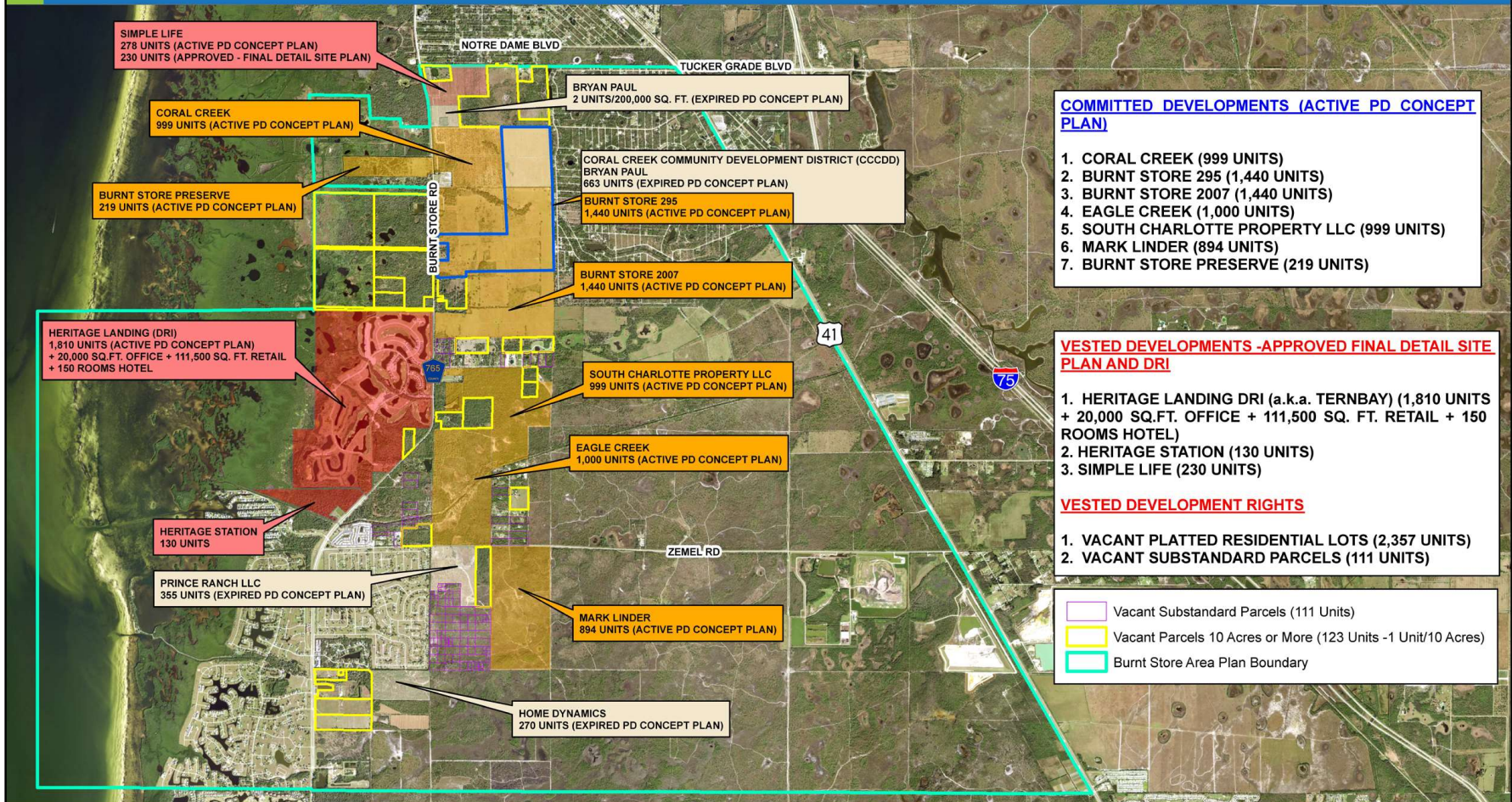


This map is a representation of compiled public information. It is believed to be an accurate and true depiction for the stated purpose, but Charlotte County and its employees make no guarantee, implied or otherwise, to the accuracy, or completeness. We therefore do not accept any responsibility as to its use. This is not a survey or is it to be used for design. Reflected Dimensions are for informational purposes only and may have been rounded to the nearest tenth. For precise dimensions, please refer to recorded plats and related documents.

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Updated: 4/8/2022 12:30:32 PM By: Finnerty - 4184  
M:\Departments\18\Projects\Burnt Store Area Plan\BurntStoreAreaPlan0408221.mxd

# CHARLOTTE COUNTY

## PLANNED DEVELOPMENTS (PDs) WITHIN THE BURNT STORE AREA PLAN



- COMMITTED DEVELOPMENTS (ACTIVE PD CONCEPT PLAN)**
1. CORAL CREEK (999 UNITS)
  2. BURNT STORE 295 (1,440 UNITS)
  3. BURNT STORE 2007 (1,440 UNITS)
  4. EAGLE CREEK (1,000 UNITS)
  5. SOUTH CHARLOTTE PROPERTY LLC (999 UNITS)
  6. MARK LINDER (894 UNITS)
  7. BURNT STORE PRESERVE (219 UNITS)

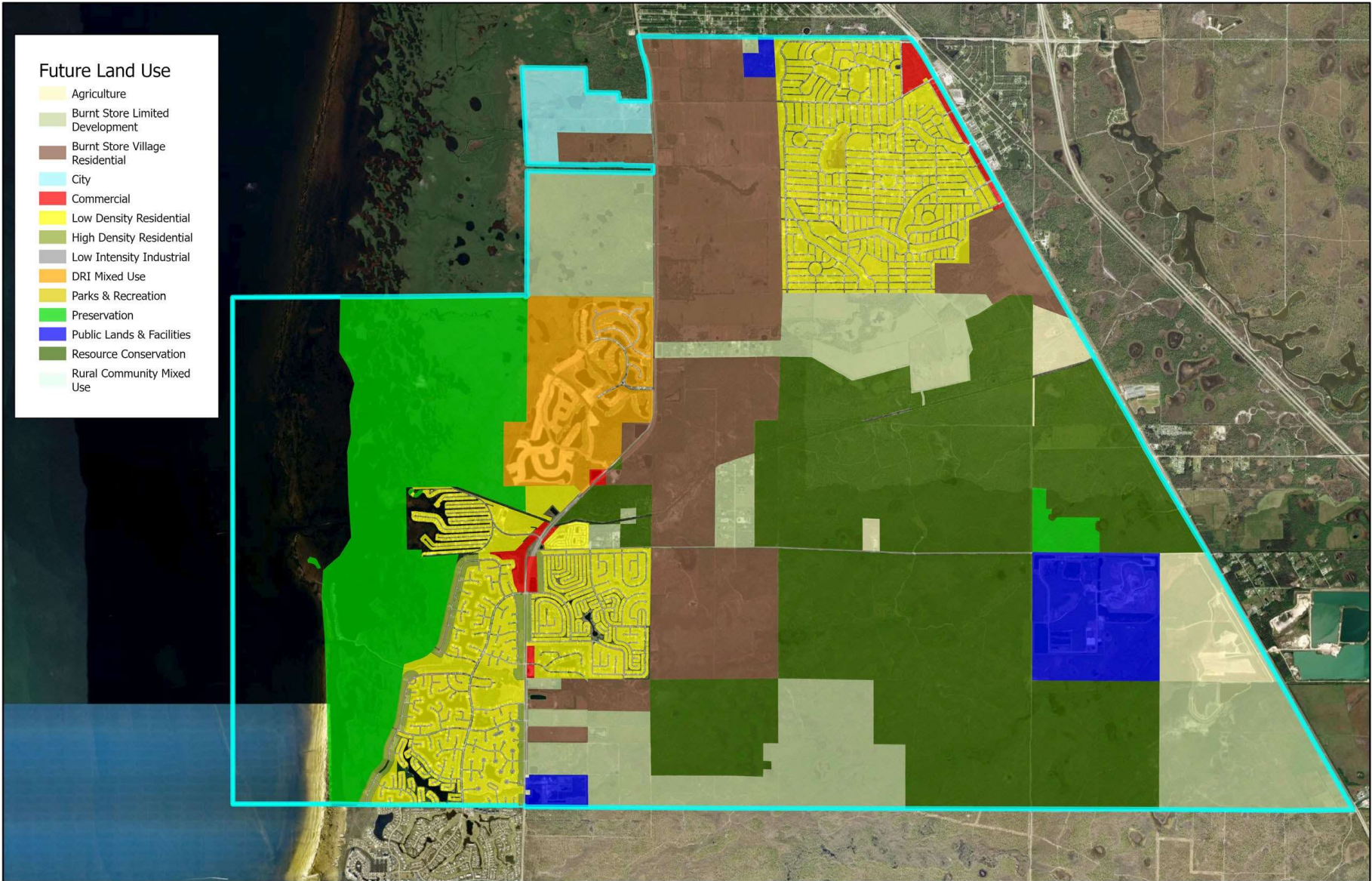
- VESTED DEVELOPMENTS -APPROVED FINAL DETAIL SITE PLAN AND DRI**
1. HERITAGE LANDING DRI (a.k.a. TERNBAY) (1,810 UNITS + 20,000 SQ.FT. OFFICE + 111,500 SQ. FT. RETAIL + 150 ROOMS HOTEL)
  2. HERITAGE STATION (130 UNITS)
  3. SIMPLE LIFE (230 UNITS)

- VESTED DEVELOPMENT RIGHTS**
1. VACANT PLATTED RESIDENTIAL LOTS (2,357 UNITS)
  2. VACANT SUBSTANDARD PARCELS (111 UNITS)

Vacant Substandard Parcels (111 Units)  
 Vacant Parcels 10 Acres or More (123 Units -1 Unit/10 Acres)  
 Burnt Store Area Plan Boundary

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### Zoning

#### Open Space & Rural

- PKR
- AG
- ES

#### Residential

- MHC
- MHP
- RSF3.5
- RSF5
- RMF5
- RMF10
- RMF12
- RMF15
- RE1

#### Commercial

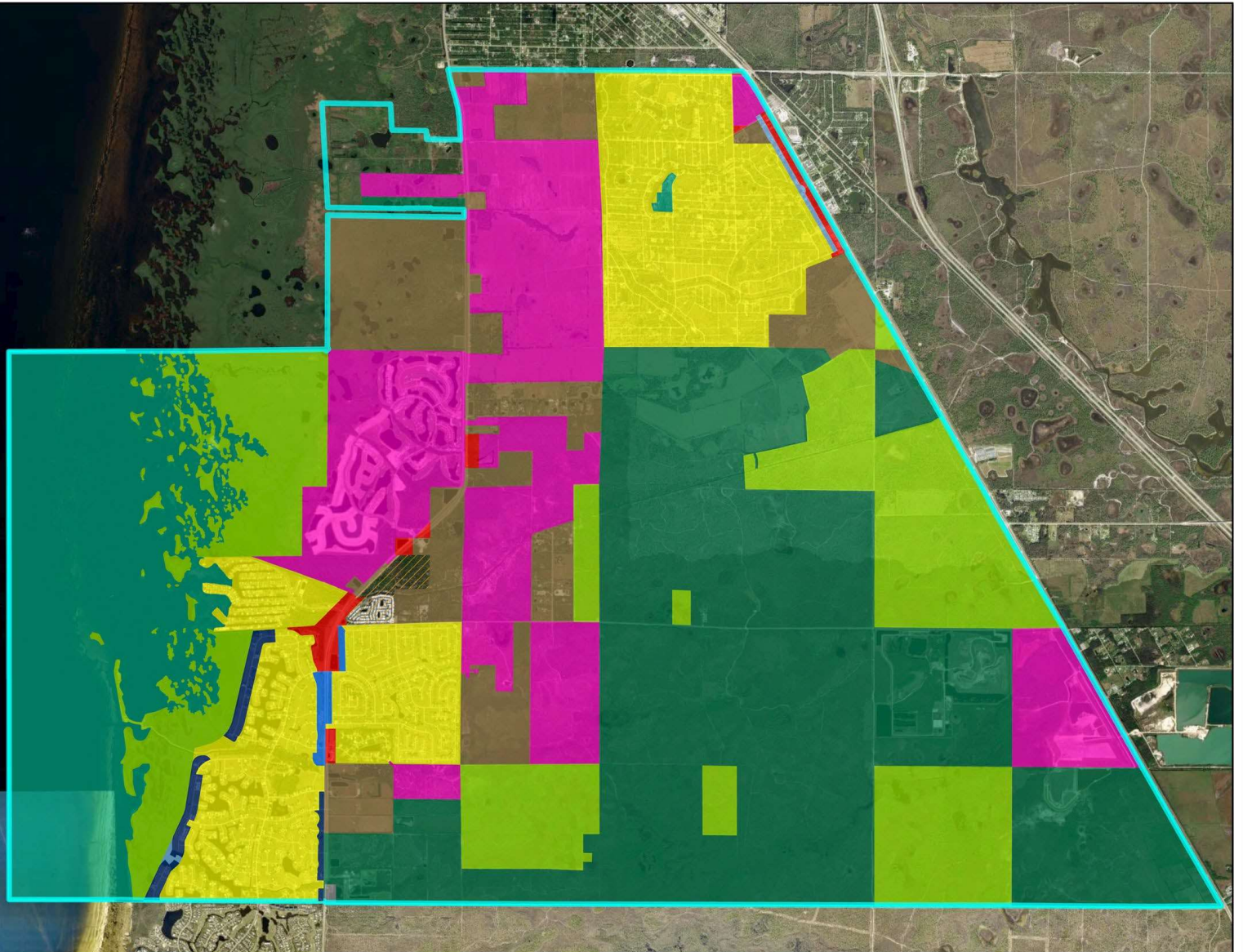
- CG

#### Industrial

- IG
- II

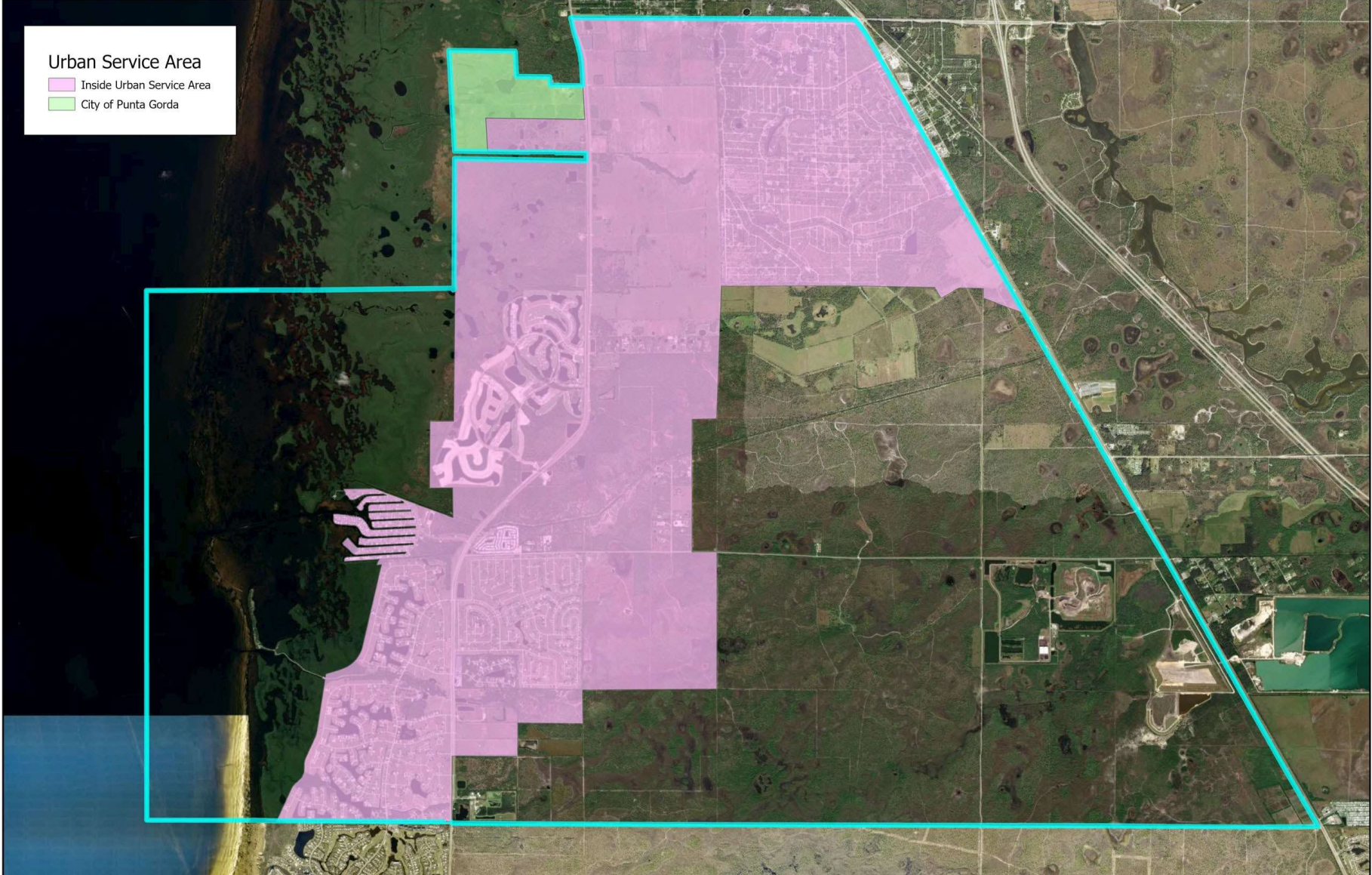
#### Mixed Use

- PD



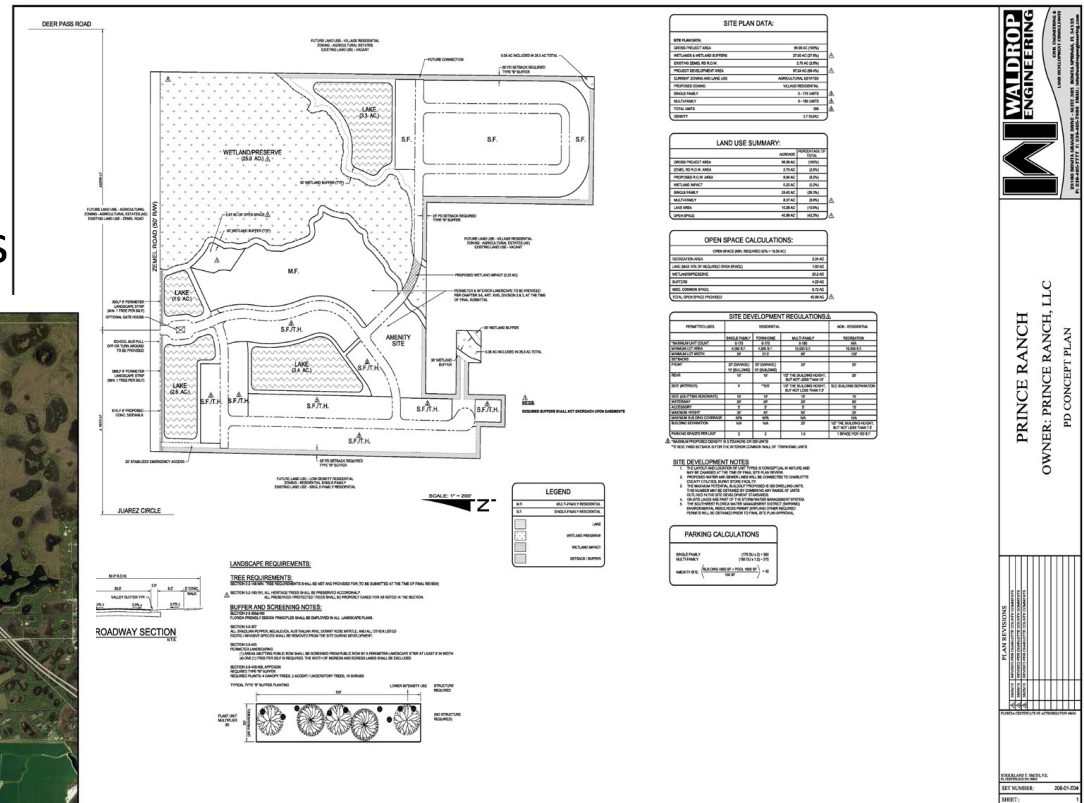
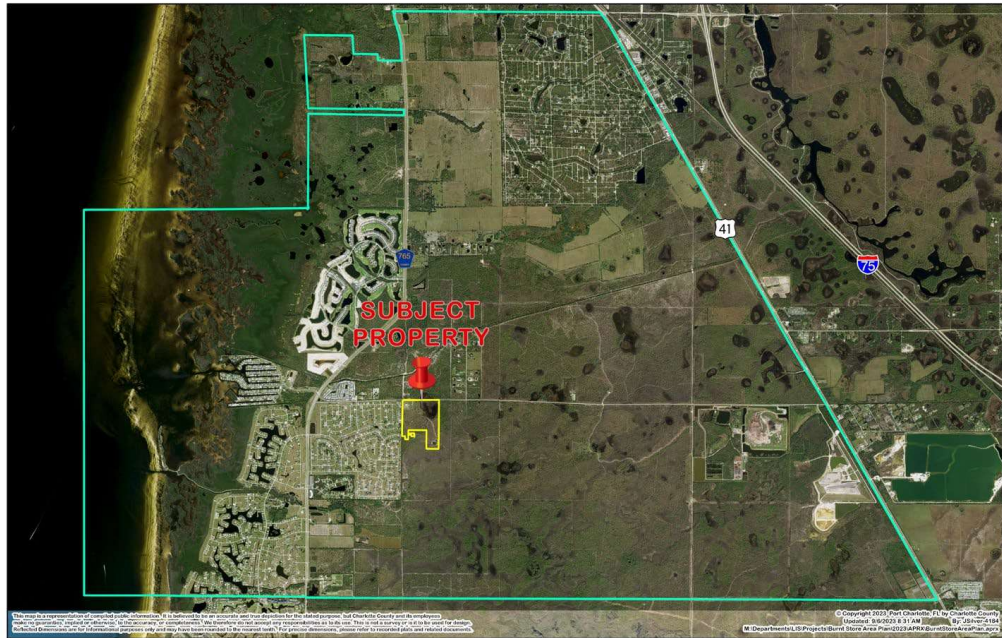
Urban Service Area

- Inside Urban Service Area
- City of Punta Gorda



# Prince Ranch

- PD approved, 2010 (Expired)
- 355 Units
- Mix of single- & multi-family units



**WALDROP ENGINEERING**

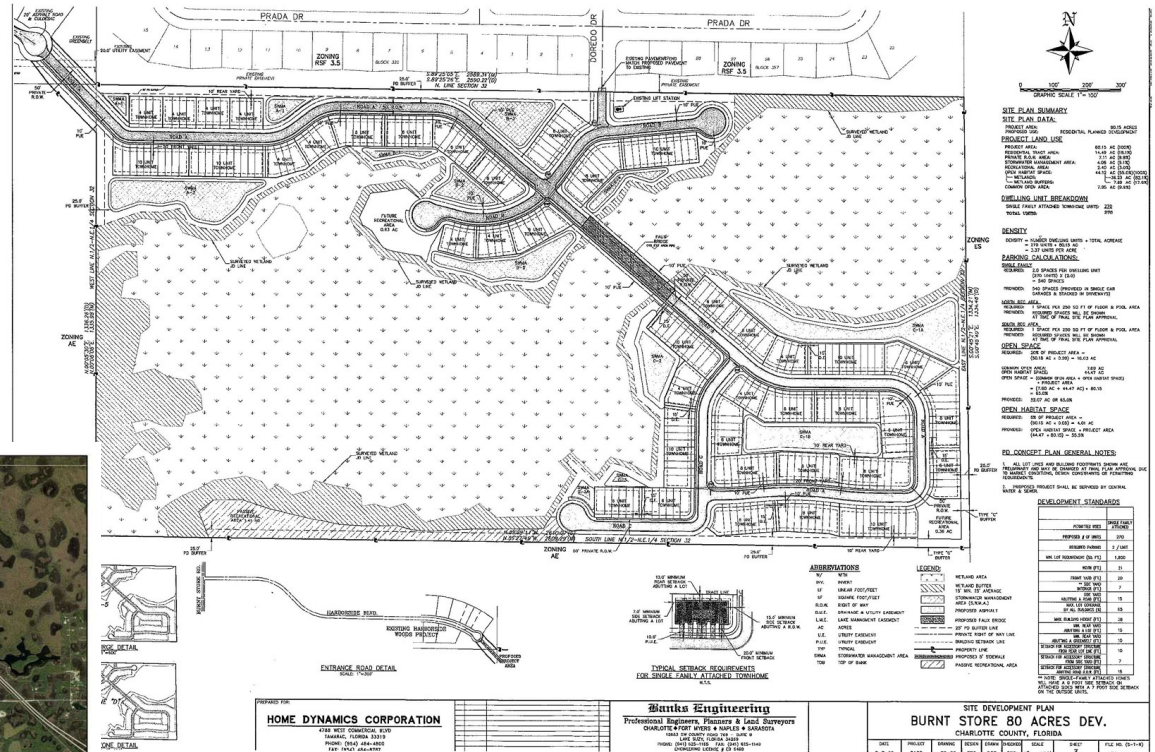
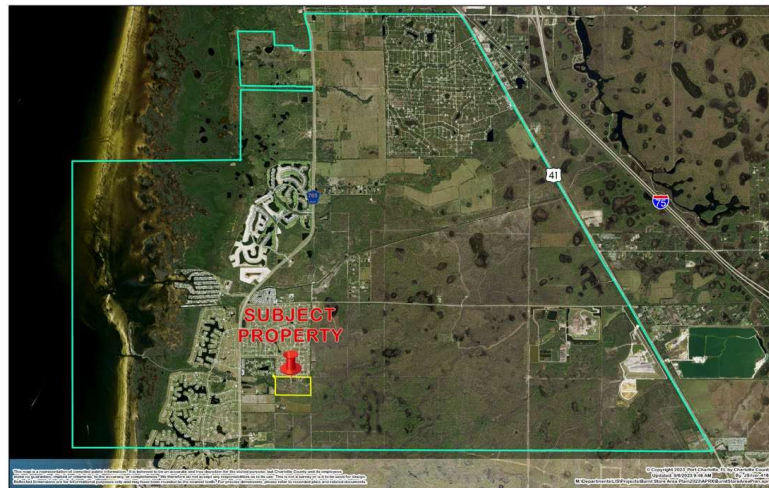
PRINCE RANCH  
OWNER: PRINCE RANCH, LLC  
PD CONCEPT PLAN

DATE: 10/15/2014  
DRAWN BY: [Name]  
CHECKED BY: [Name]



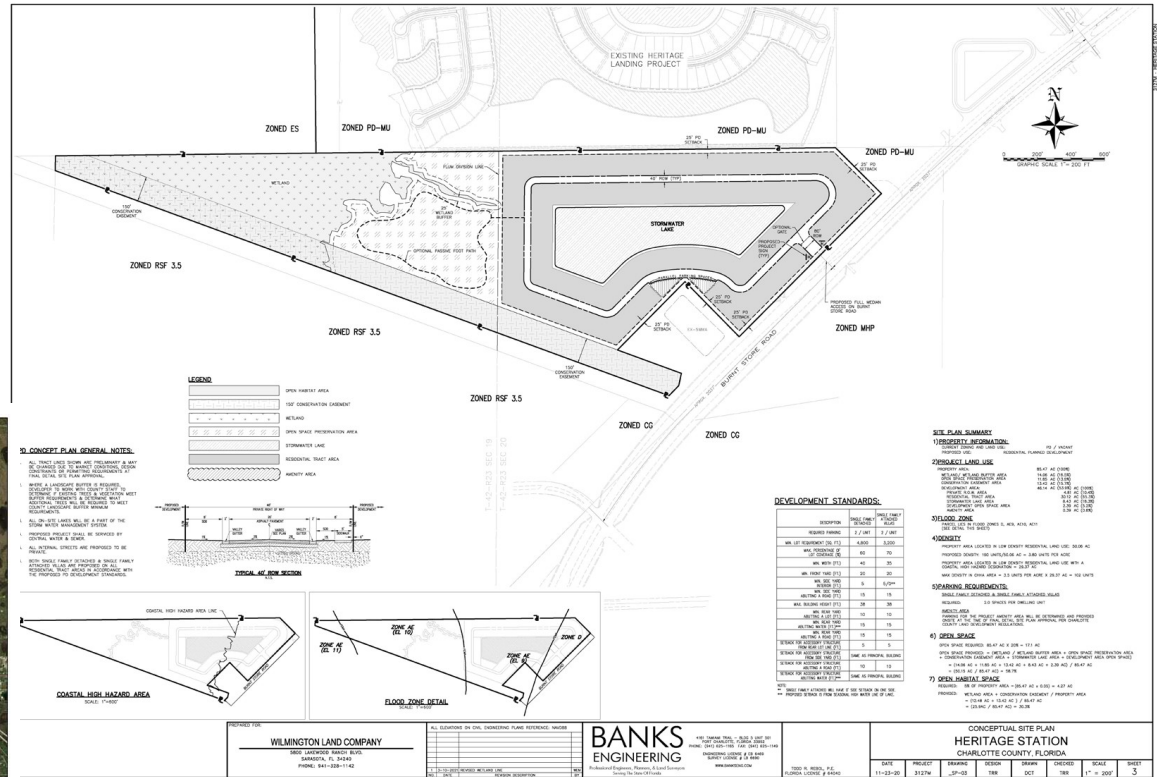
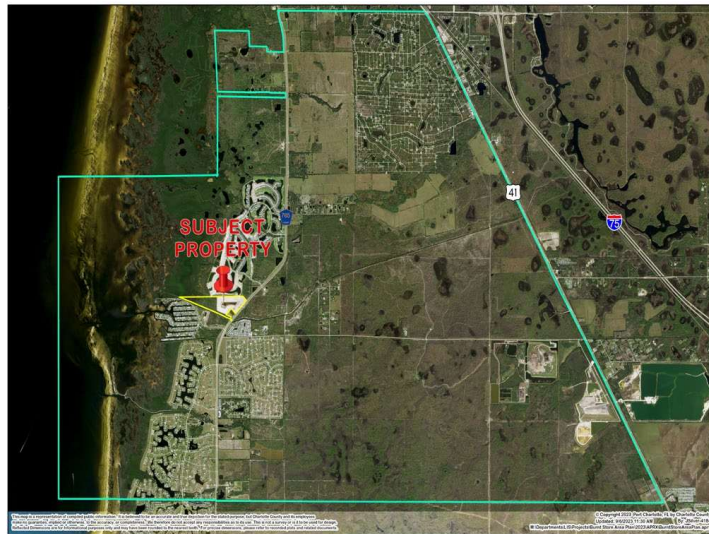
# Home Dynamics

- PD Approved, 2006
  - Expired
- 270 Units
  - Attached Townhomes



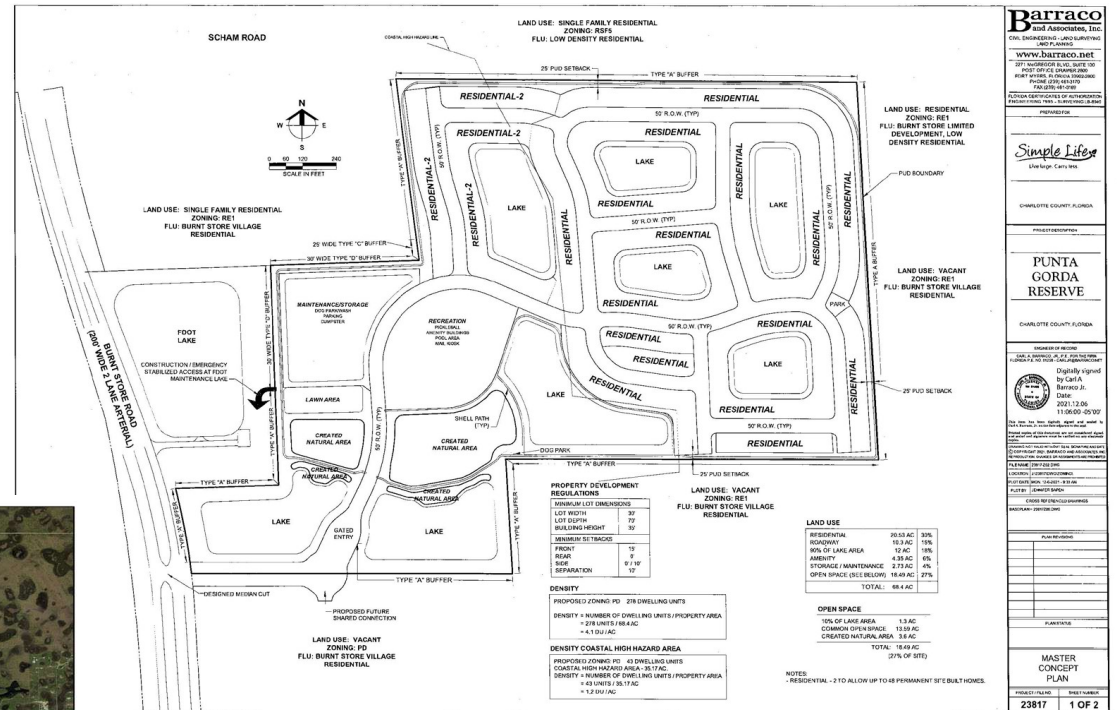
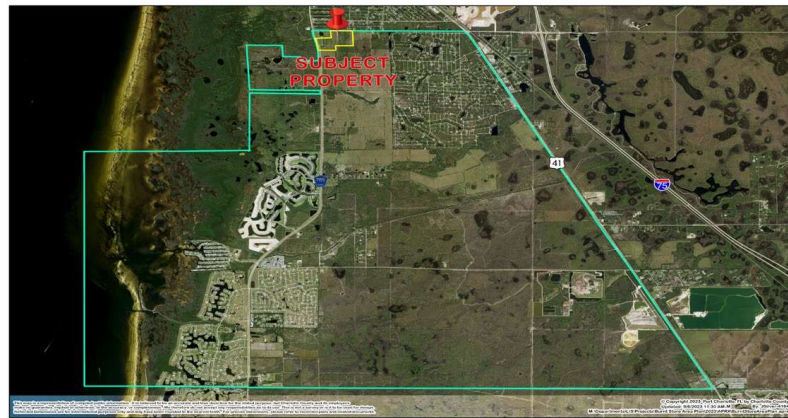
# Heritage Station

- Final Detail Site Plan Approved, 2022
  - 130 units
  - Under construction



# Simple Life

- Approved, 2021
  - Active
- 278 Units
  - "Tiny Homes" and site built single-family rentals.



**Barraco**  
Barraco Associates, Inc.  
PLANNING AND LAND DEVELOPMENT  
www.barraco.net

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**Simple Life**  
Low Rise, Care Free

CHARLOTTE COUNTY, FLORIDA

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**PUNTA GORDA RESERVE**

CHARLOTTE COUNTY, FLORIDA

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REGISTERED PROFESSIONAL ENGINEER  
No. 10514  
Date: 11/06/00-05/07

DATE: 05/11/2021

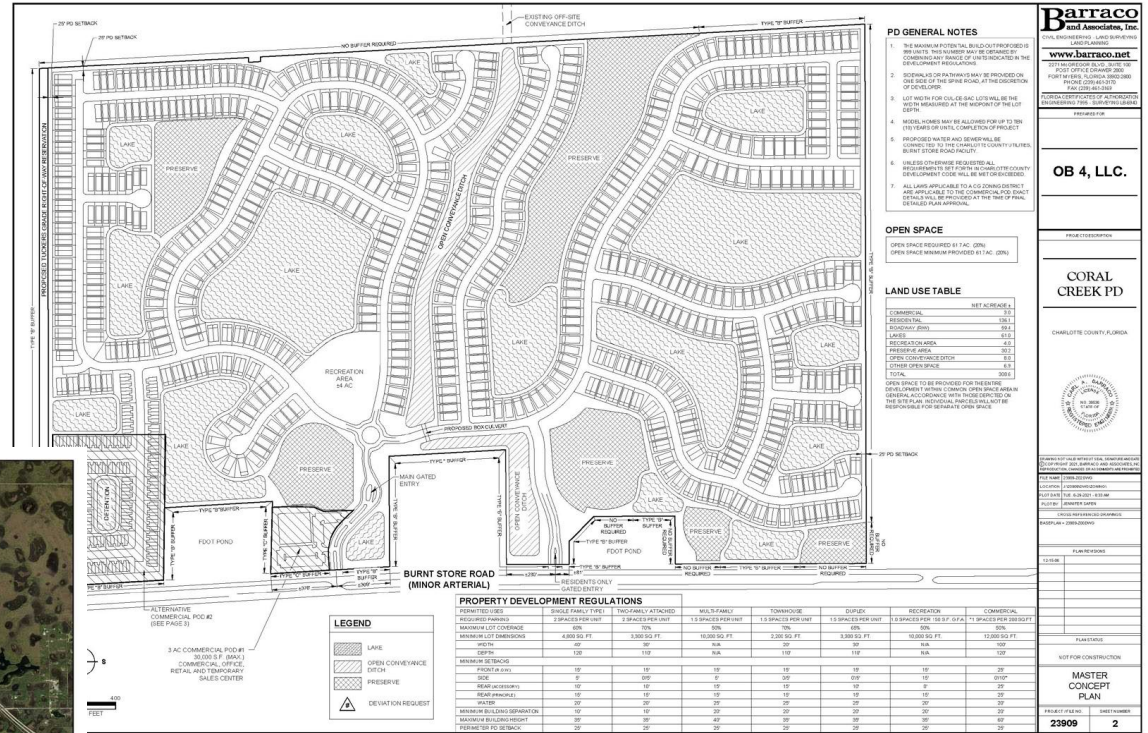
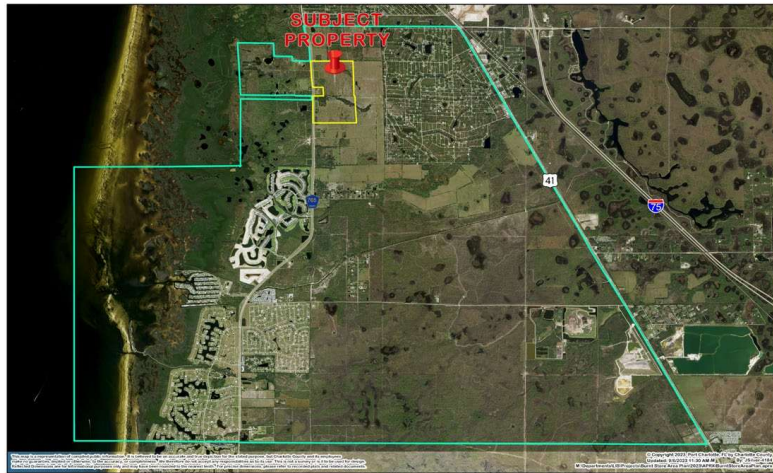
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MASTER CONCEPT PLAN  
23817 1 OF 2



# Coral Creek

- PD Approved
  - Active
- 999 Units
  - Mix of single and multi-family units
- 30,000 sq. ft. commercial



**Barraco and Associates, Inc.**  
CIVIL ENGINEERING, LAND SURVEYING, ARCHITECTURE  
www.barraco.net  
201 HILLCREST BLVD., SUITE 100  
FORT WORTH, TEXAS 76104  
PHONE: 817.339.4070  
FAX: 817.339.4071  
LICENSED PROFESSIONAL ENGINEER (No. 54877) REGISTERED IN TEXAS

PREPARED FOR:  
**OB 4, LLC.**

PROJECT LOCATION:  
**CORAL CREEK PD**

CHARLOTTE COUNTY, FLORIDA

APPROVED FOR THE MASTER PLAN, BURNT STORE ROAD DEVELOPMENT BY THE CHARLOTTE COUNTY ENGINEER ON 08/14/2018.

DATE: 08/14/2018

PROJECT NO.: 23909

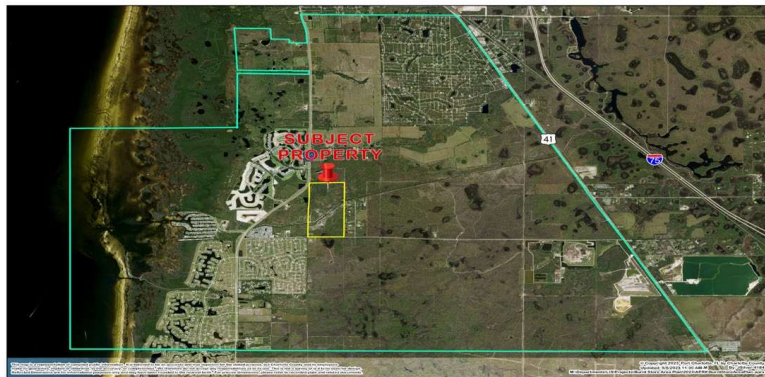
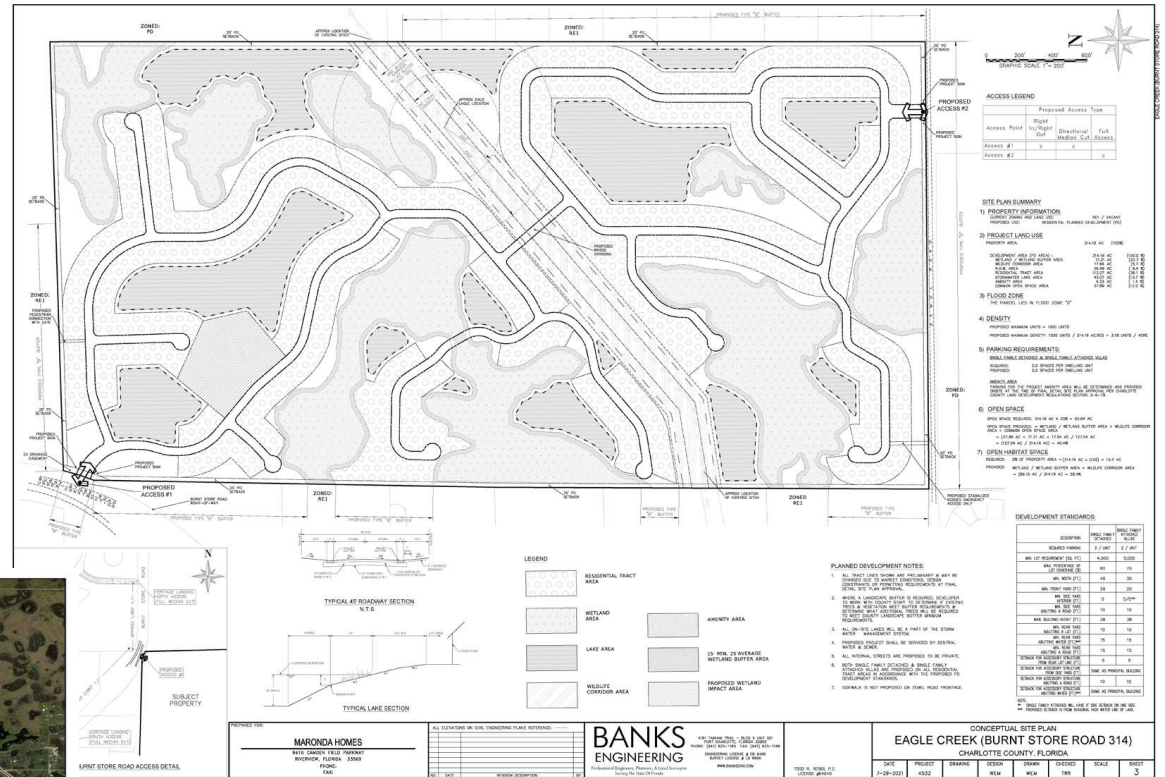
SHEET NUMBER: 2





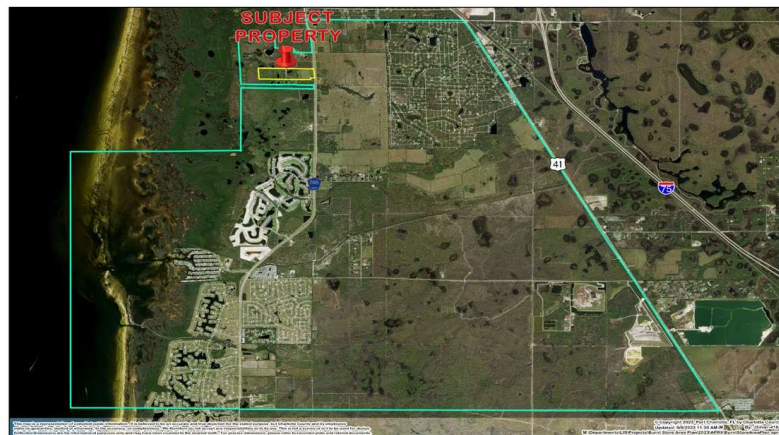
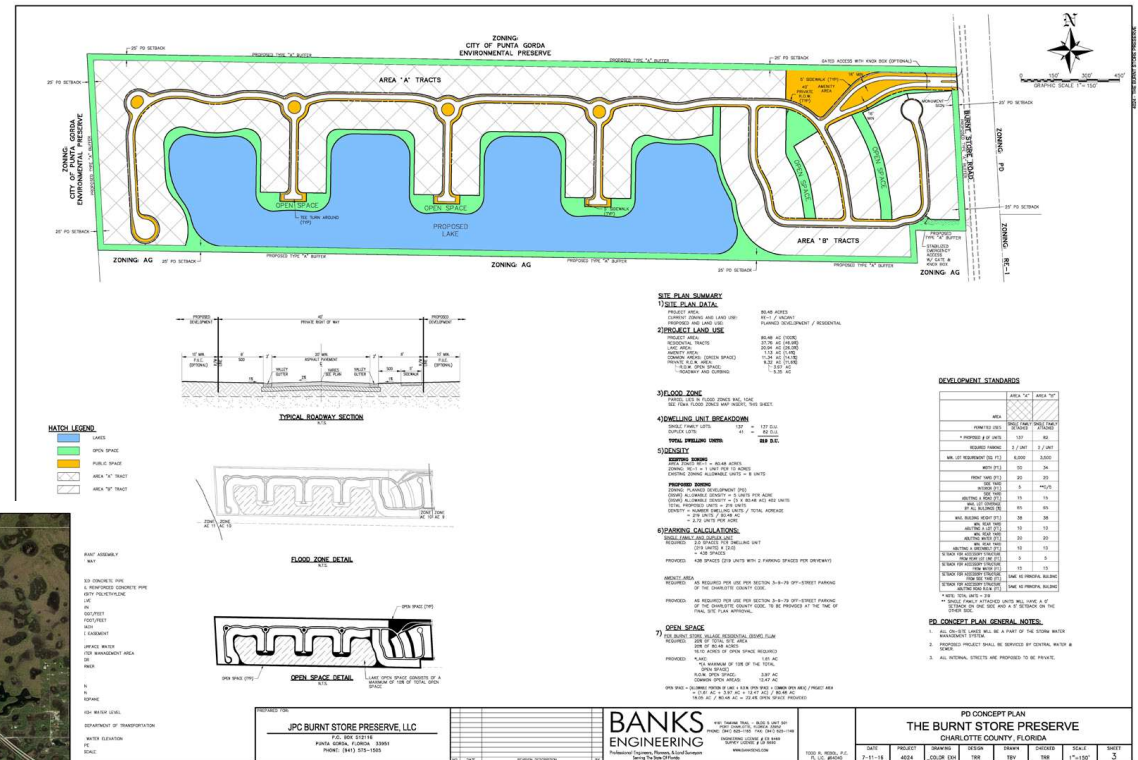
# Eagle Creek

- Approved, 2022
  - Active
- 1,000 Units
  - Single-family attached and detached units



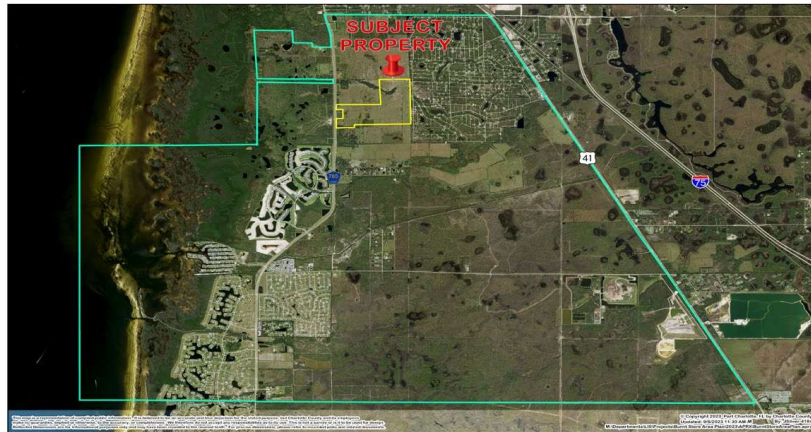
# Burnt Store Preserve

- Approved, 2016
  - Active
- 219 units
  - Single-family and duplexes.



# Turnleaf

- PD Approved, 2021
  - Active
- 1,440 Units
  - Mix of single and multi-family units



#### CONDITIONS

MINS. OF DEPTH	MINS. OF SETBACK	MIN. CLEARANCE	MIN. CLEARANCE	MIN. CLEARANCE	MIN. CLEARANCE	MIN. CLEARANCE	MIN. CLEARANCE	MIN. CLEARANCE	MIN. CLEARANCE	MIN. CLEARANCE	MIN. CLEARANCE	MIN. CLEARANCE	MIN. CLEARANCE
100'	120'	15'	5'	12'	10'	12'	10'	12'	10'	12'	10'	12'	10'
100'	100'	15'	10'	12'	10'	12'	10'	12'	10'	12'	10'	12'	10'
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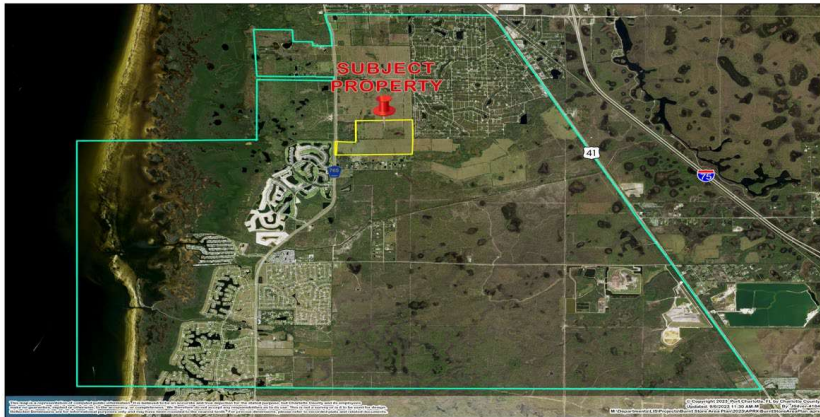
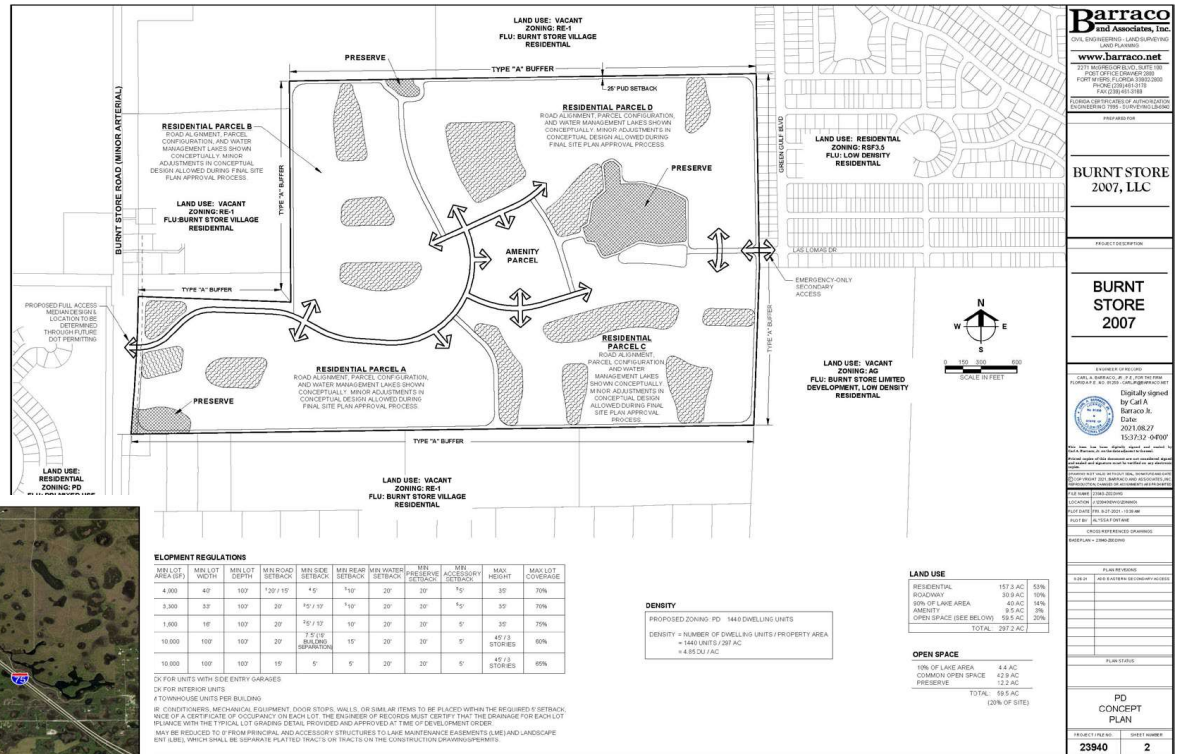
#### OPEN SPACE

10% OF LAKE AREA	4.4 AC
COMMON OPEN SPACE	11.3 AC
PRESERVE	11.3 AC
<b>TOTAL:</b>	<b>26.0 AC</b>

(50% OF SITE)

# Starling

- PD Approved, 2021
  - Active
- 1,440 Dwelling Units
  - Single and multi-family structures



**Barraco**  
 Civil Engineers, Inc.  
 www.barraco.net  
 2271 MATTHEWS BLVD., SUITE 100  
 FORT WORTH, TEXAS 76102  
 PHONE: (817) 336-2888  
 FAX: (817) 336-2889

FLORIDA CERTIFICATE OF PROFESSIONAL ENGINEERING  
 No. 10474  
 EXPIRES 12/31/2026

**BURNT STORE 2007, LLC**

**BURNT STORE 2007**

PROJECT DESCRIPTION

DATE OF RECORD  
 CASE NO. 2023-00000000000000000000  
 PUBLIC RECORD NO. 2023-00000000000000000000  
 Digitally signed by Carl A. Barraco, Jr.  
 Date: 2023.08.31 15:37:32 -0400

LOCATION  
 153732-0400

DATE  
 08/31/2023

SCALE  
 1" = 100' (AS SHOWN)

PLANS

PD CONCEPT PLAN

PROJECT NUMBER: **23840** SHEET NUMBER: **2**



# Next Steps

- Finalize transportation update
- Discussion and direction regarding:
  - Environmental updates
  - Evaluation of non-residential allowances
  - Other options?

# Update to Study

- If directed, Staff would look into whether capacity in workload allows for internal updating
  - Possibly enlist consultant to update
- Bring results back to BCC for discussion/acceptance
- Prepare any needed Comprehensive Plan or Code changes
  - Bring through Public H
- Hold Stakeholder meetings
  - Residents, Property Owners', Development Community

## **BURNT STORE ROAD CORRIDOR IMPROVEMENTS-STATUS UPDATE**

### **Attachments:**

- a. Map of the Burnt Store Road Corridor in Charlotte and Lee Counties
- b. Burnt Store Road East/West Connection Study Presentation

### **Discussion Item:**

Burnt Store Road Corridor Improvements Status Report

### **Background**

Burnt Store Road is a north/south two-lane undivided rural roadway that runs from Pine Island Road in Lee County to US 41 in Charlotte County. Capacity improvements to the roadway were recommended in the Burnt Store Road-Veterans Parkway-Colonial Boulevard Bi-County Corridor Study that was completed in 2005. The study called for widening the Burnt Store Road Corridor from two to four lanes from Pine Island Road (SR 78) in Lee County to I-75 in Charlotte County. The corridor is identified as a critical evacuation route for both Charlotte County and the City of Cape Coral.

### **Project Development - Lee County**

The Lee County DOT segmented the Burnt Store Road project into three different segments from Pine Island Road (SR 78) to Van Buren Parkway using local and Transportation Regional Incentive Program (TRIP) Funding. These three segments are now widened to four lanes with the last project completed in the Fall of 2023 for the Pine Island Road (SR 78) to Tropicana Parkway segment.

A Project Development & Environment Study (PD&E) started in January of 2020 for the two-lane segment of Burnt Store Road from Van Buren Parkway to the south terminus of Charlotte County's Segment III. The PD&E study public hearing will be scheduled for later this year and the completion of the PD&E study is planned for the beginning of next year. The design phase for the project has been funded for this year with a federal appropriation and Lee County funding. It is anticipated that FDOT will complete the design up to 60% by the end of 2025 as this project is moving forward as a design/build project. FDOT is also performing the Intersection Control Evaluation/Safety Analysis for the Vincent Avenue intersection. At the completion of the 60% design, Lee County will take over the completion of the design and the construction phase.

### Project Development - Charlotte County

In Charlotte County, capacity improvements included widening from two to four lanes, addition of bicycle lanes and six-foot sidewalks along Burnt Store Road from the Lee County line to US 41. All phases of work are now complete in Charlotte County, except for an approximate 1000 feet north of the Lee County line. FDOT staff requested Charlotte County – Punta Gorda MPO staff to amend the current 2023 Transportation Improvement Program (TIP) to account for the remaining 1000 feet of roadway that was not widened during Phase III in Charlotte County. The project limit is Burnt Store Road from the Lee/Charlotte County Line to Wallaby Lane. This new project will be added to the current TIP after Board approval at the March 20, 2024, MPO Board meeting. This amendment is required to remain eligible for future funding for this project and to meet planning consistency requirements.

The Feasibility Study for North Jones Loop Road from Burnt Store Road to Piper Road is now complete. MPO Staff will vet the proposed recommendations proposed during the feasibility study and will prepare any necessary amendments to the Charlotte County-Punta Gorda MPO 2045 LRTP for planning consistency requirements.

Charlotte County Public Works is currently conducting a study to determine the feasibility of constructing a new East/West Corridor Connection from Burnt Store Road to US 41. John Elias, Charlotte County Public Works Director will provide an update on the status of the study.

### Recommendation

At the April 12, 2012, Joint Lee/Charlotte County-Punta Gorda MPO meeting, it was agreed that the Burnt Store Road Corridor is a regional road that is critical to evacuation efforts for Lee and Charlotte Counties. Both Counties have identified funds to complete significant segments of the roadway expansion in the Corridor but more remains to be done. The MPO Boards agreed to make completion of the needed improvements the annual Joint TRIP project priority submitted to FDOT until completion of all segments of the roadway. FDOT should continue to work with the respective County, City and MPO staffs to complete all segments.



Charlotte  
Lee



North Segment  
from Dimplomat Pkwy  
to Van Buren Pkwy  
CST COMPLETE

From Van Buren PKWY to  
North of Charlotte County line  
PD&E UNDERWAY

Central Segment  
From Tropicana Pkwy to  
Dimplomat Pkwy  
CST COMPLETE

South Segment from  
Pine Island Rd to Tropicana Pkwy  
CST - COMPLETE

Buzzard Bay

Matlacha Pass

# Burnt Store Improvements - Lee County

Map contributors, and the GIS user community,  
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

N. Jones Loop from Burnt Store Rd to Piper Rd - Feasibility Study Complete March 2022

Phase I From Scham Rd to US 41 CST COMPLETE

Phase - II from North of Zemel Rd to South of NotreDame Blvd CST COMPLETE- NOV 2021

Phase III North of Lee County Line to North of Zemel Rd CST COMPLETE

From Lee County line to Wallaby Lane PD&E Underway



# Charlotte County Burnt Store Road Improvements



# Burnt Store Road East-West Connector Study

LEE-CHARLOTTE COUNTY JOINT MPO MEETING  
FEBRUARY 16, 2024



CHARLOTTE COUNTY  
FLORIDA

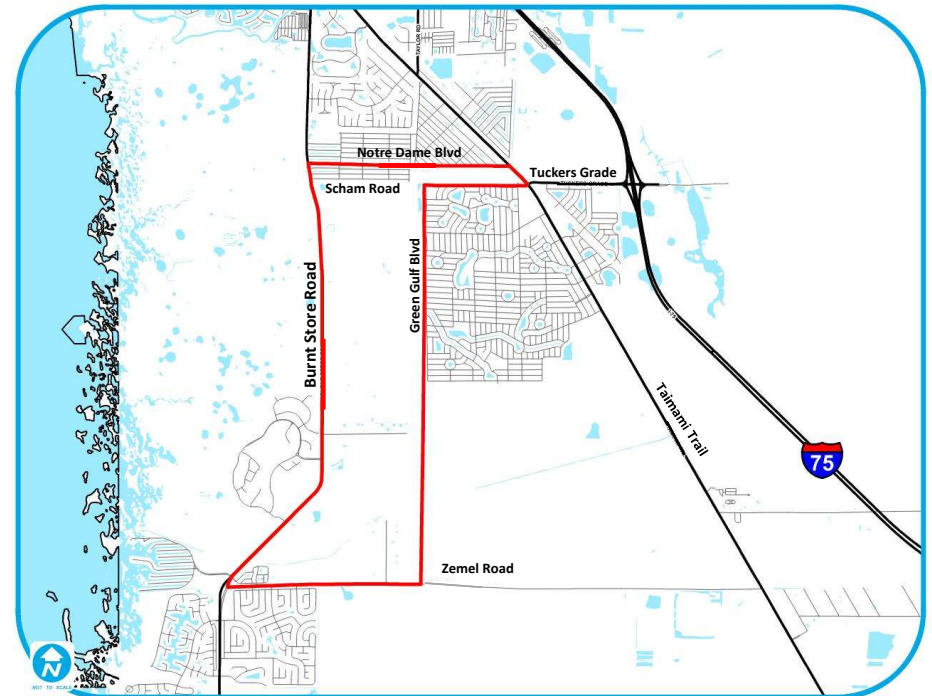
# Purpose and Objectives

Two objectives:

- I. Prepare Transportation Traffic Modeling Analysis to identify Future Capacity Needs
- II. Preliminary Engineering to establish a roadway alignment for an East-West corridor (Tuckers Grade Extension) between Burnt Store Road and U.S. 41

# Study Limits

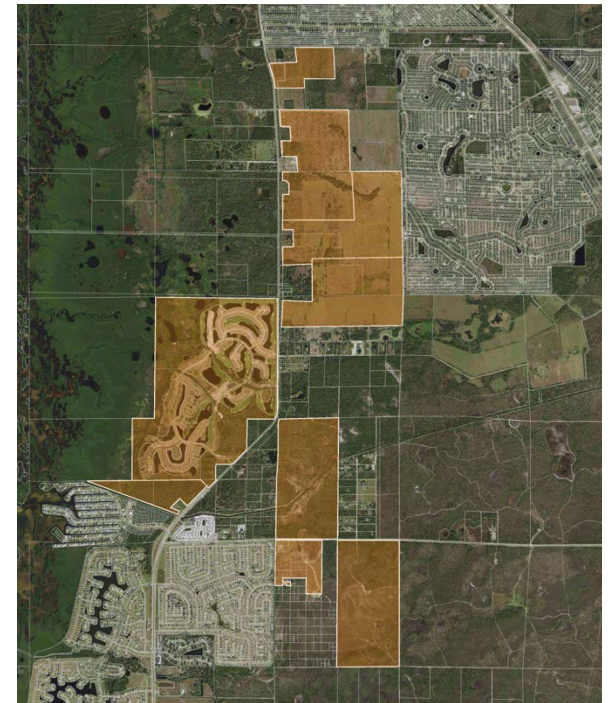
- North of Zemel Road
- East of Burnt Store Road
- South of Notre Dame Boulevard
- West of the US 41 and Green Gulf Boulevard intersection



# Purpose and Objectives

## I. Traffic Modeling:

- Consider the increase in developments
- Establish a future East-West connector between Burnt Store Road and U.S. 41
- Identify future roadway capacity needs for Burnt Store Road



# Purpose and Objectives

## II. Preliminary Engineering:

- Establish a preferred east-west roadway alignment to connect Burnt Store Road to US 41
- Alternative Alignments
- Typical Sections
- Right of Way
- Access Management
- Environmental / Stormwater Ponds
- Costs

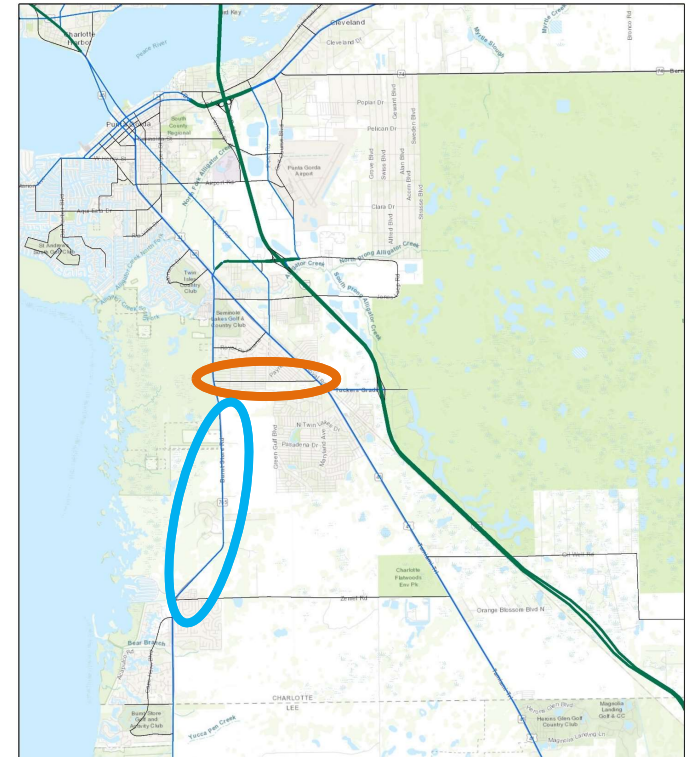
# Future Capacity Needs

## East-West Connector

- Construct new 2-lane roadway within year 2030 - 2035
- Widen from 2-lane roadway to 4-lane roadway by 2045

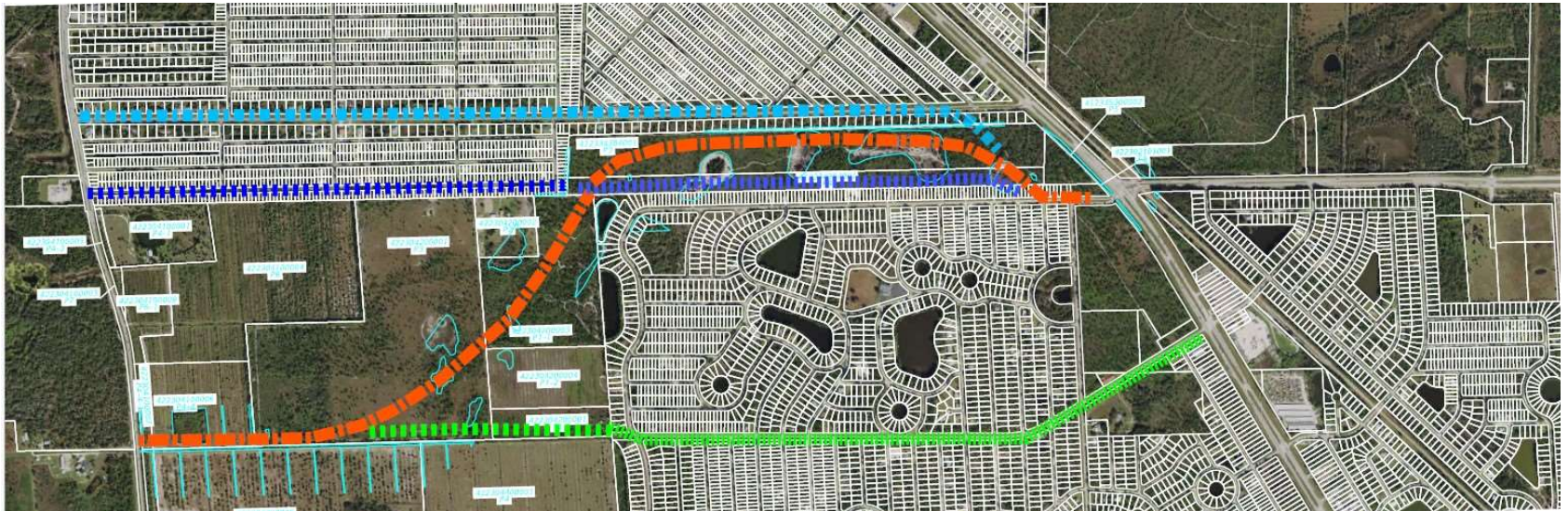
## Burnt Store Road







- Widen 4-lane roadway to 6-lane roadway within the year 2035 - 2045





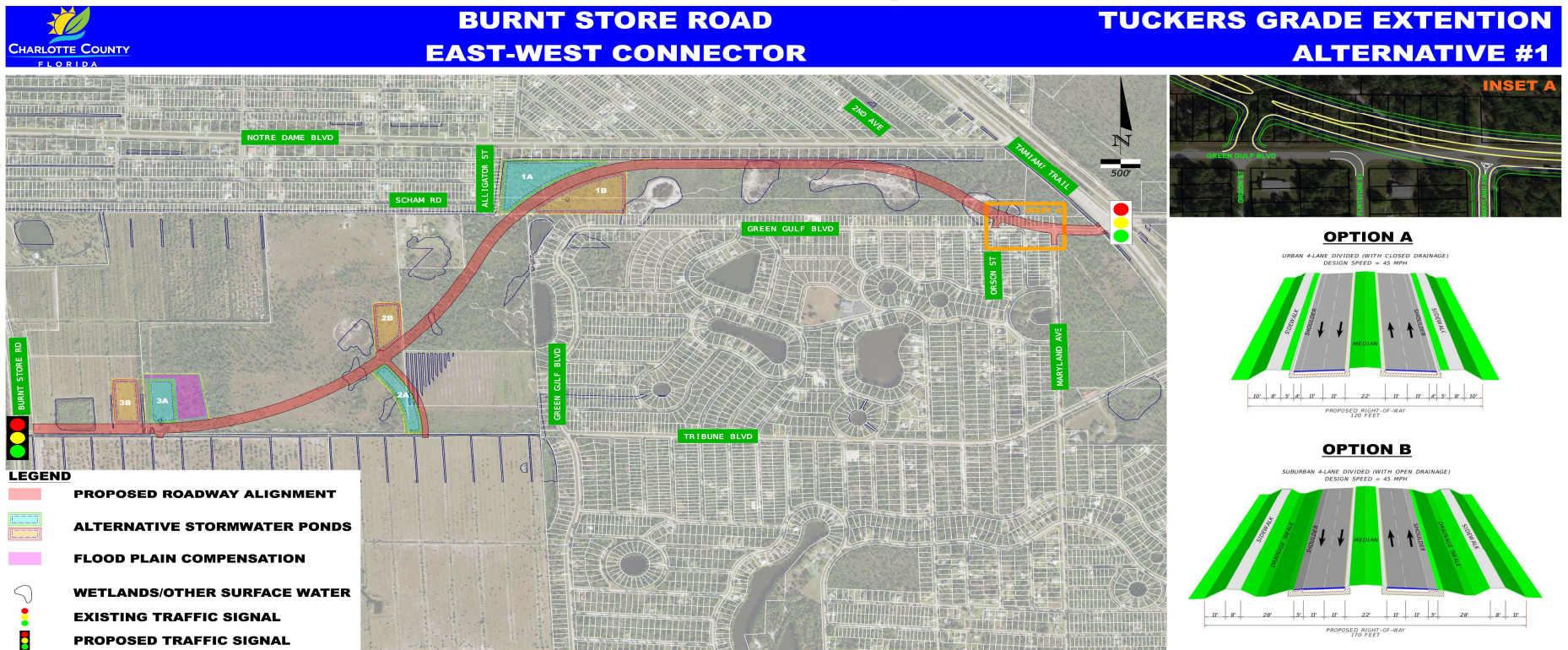
# Proposed Alternative Alignments



LEGEND	
	Norte Dame Blvd. Corridor
	Scham Rd. Corridor
	Scham Rd. Corridor Extension
	Tuckers Grade Extension
	Tribune Blvd. Corridor Extension
	Tribune Blvd. Corridor



# Alternative Alignment #1

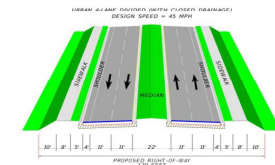
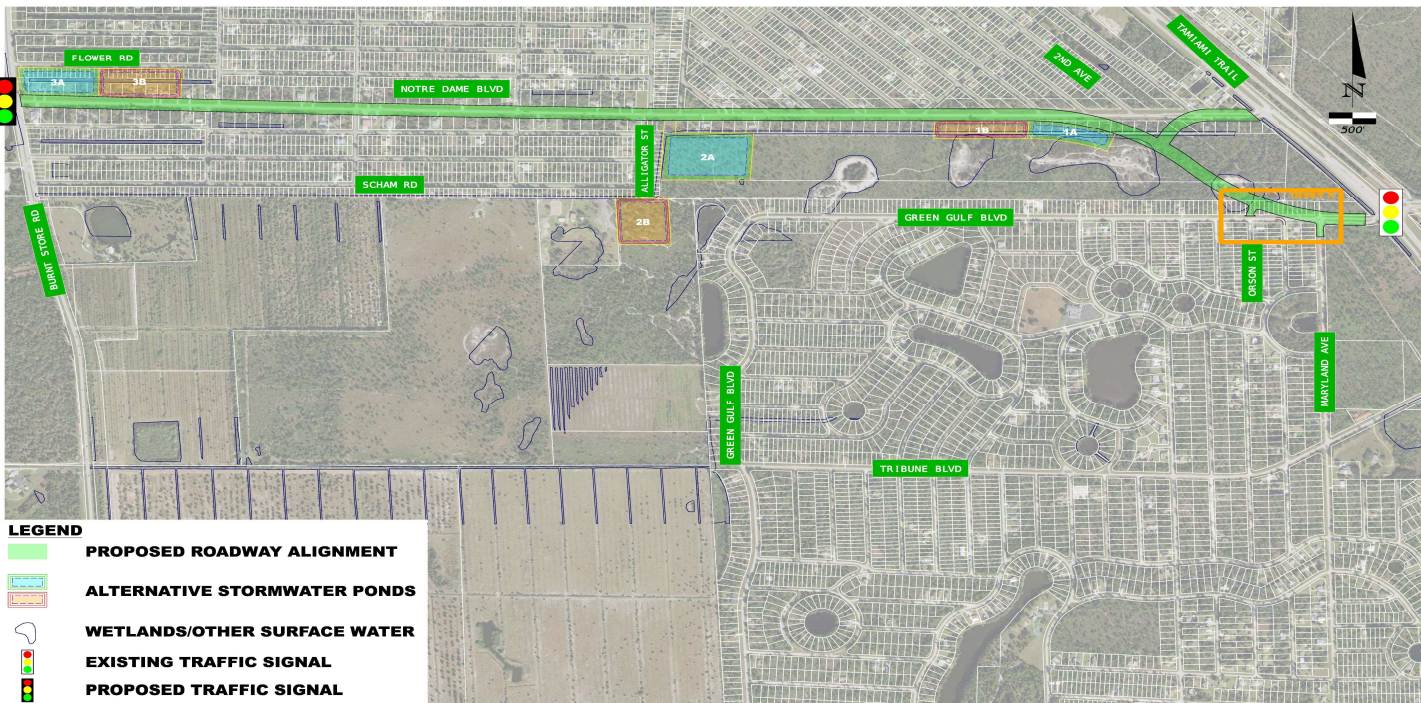


# Alternative Alignments #2



**BURNT STORE ROAD  
EAST-WEST CONNECTOR**

**NOTRE DAME BOULEVARD  
ALTERNATIVE #2**

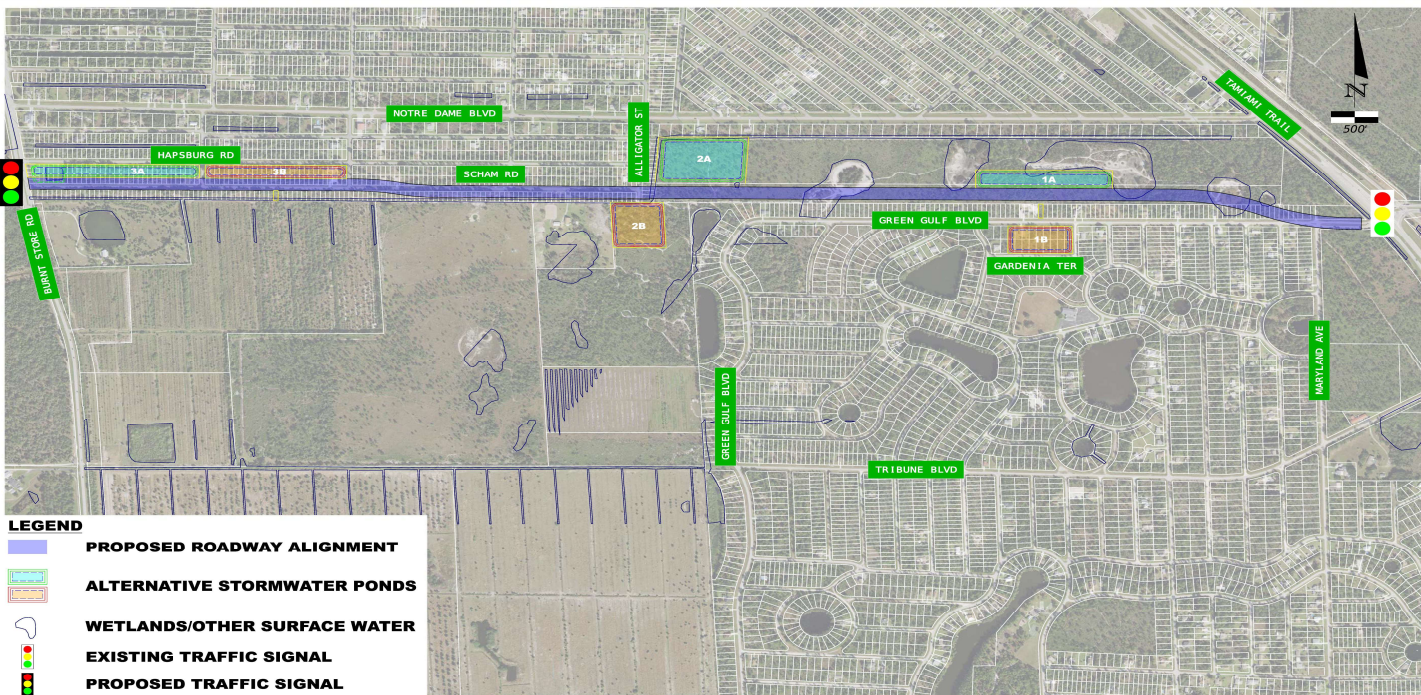



# Alternative Alignments #3

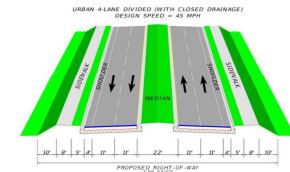


## BURNT STORE ROAD EAST-WEST CONNECTOR

## SCHAM ROAD ALTERNATIVE #3



- LEGEND**
-  **PROPOSED ROADWAY ALIGNMENT**
  -  **ALTERNATIVE STORMWATER PONDS**
  -  **WETLANDS/OTHER SURFACE WATER**
  -  **EXISTING TRAFFIC SIGNAL**
  -  **PROPOSED TRAFFIC SIGNAL**

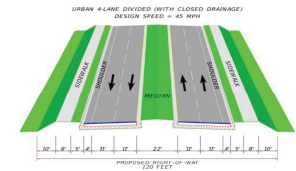
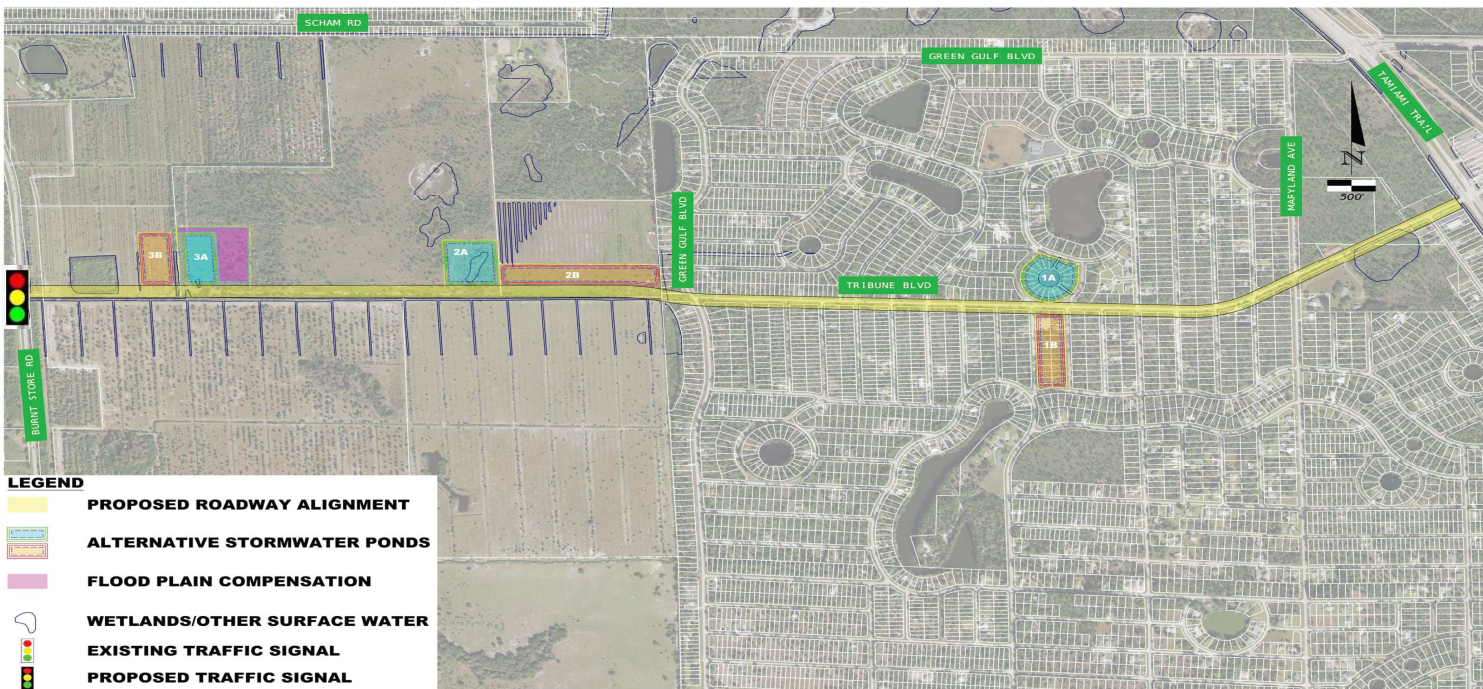


# Alternative Alignments #4



**BURNT STORE ROAD  
EAST-WEST CONNECTOR**

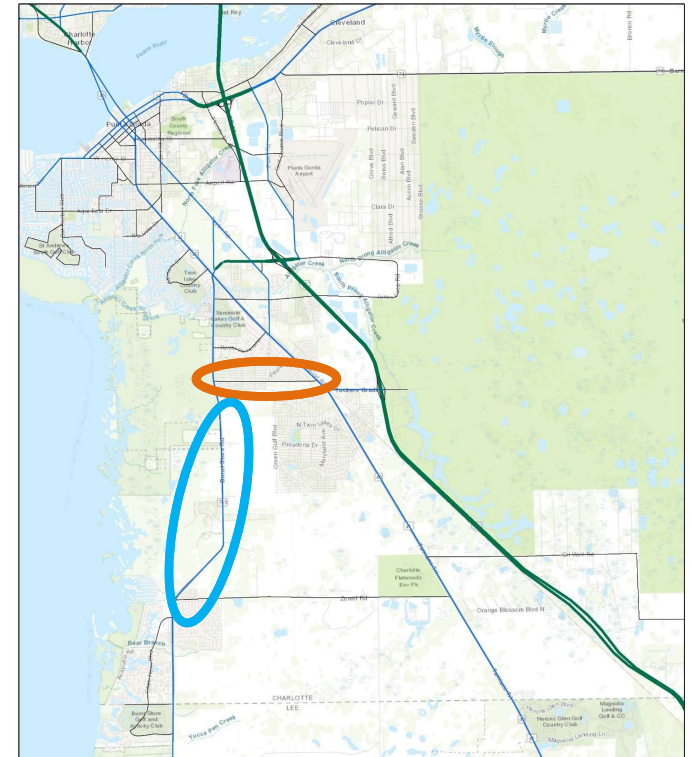
**TRIBUNE BOULEVARD  
ALTERNATIVE #4**



# Implementation

## Funding:

- Final Design: Unfunded
- Right-of-Way: Unfunded
- Construction: Unfunded



## **STATUS OF SR 31 PROJECTS**

**Attachments:** SR 31 Project Map and Bridge Alternatives

**Discussion Item:** SR 31 Corridor Improvements Status

### **Background**

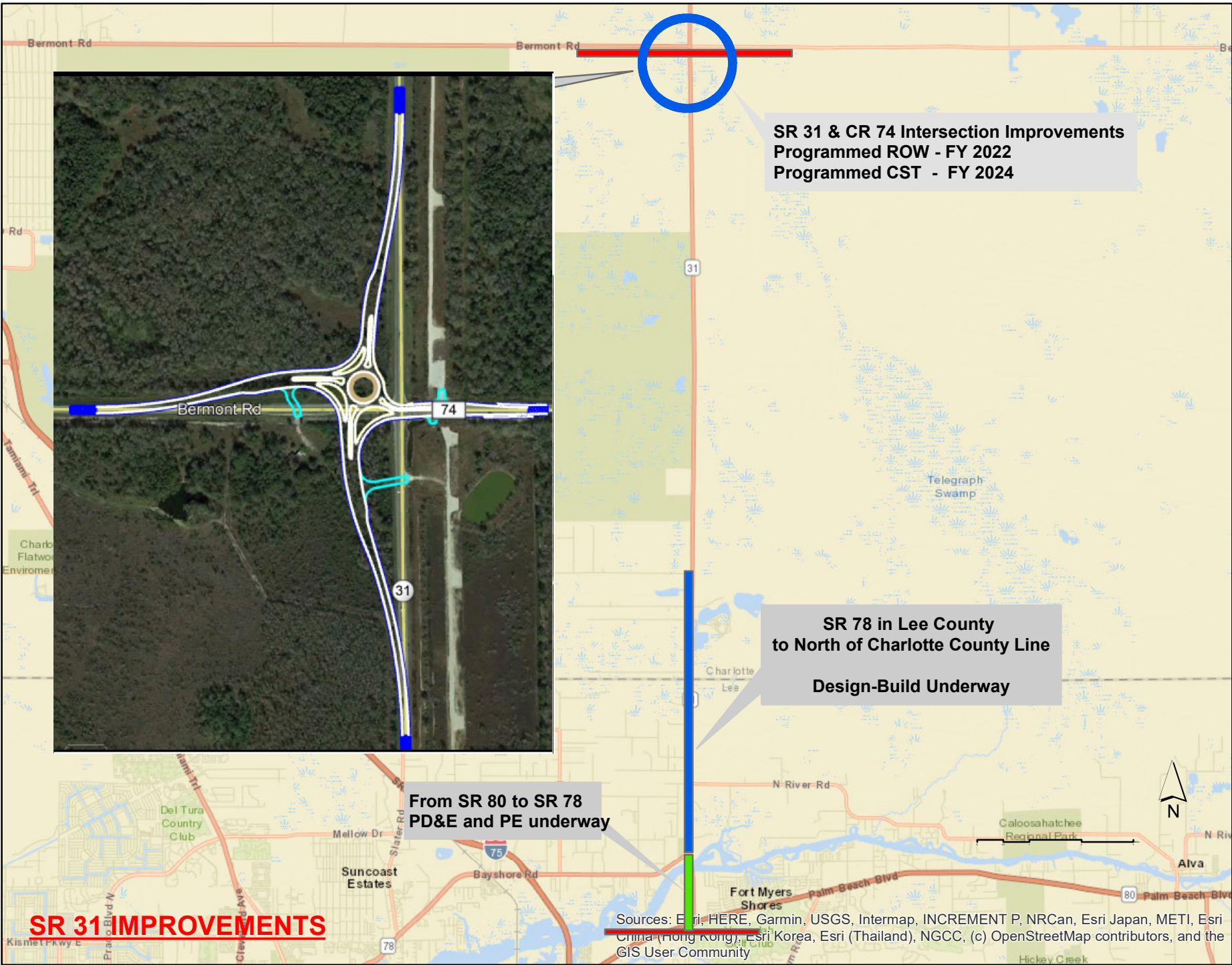
SR 31 is a north/south two-lane undivided rural roadway that runs from SR 80 in Lee County to SR 70 in DeSoto County. The roadway currently carries 17,800 vehicles daily of which approximately 20% are trucks.

### **Current Projects in Charlotte and Lee County**

- SR 31 at CR 74 Roundabout – Design is complete for this project. Project was mailed to Tallahassee for design plans review on January 31, 2024. The letting date for this project is March 21, 2024. Contingent upon a suitable bid, a contractor for this project could be selected in the summer of 2024 and construction will commence two to three months thereafter. The current total construction cost estimate for the roundabout is \$10.2M.
- SR 31 from SR 80 (Palm Beach Blvd.) to SR 78 (Bayshore Road) – A Project Development and Environment Study started in February of 2019 and completion of this study is planned for this spring. The PD&E public hearing was held in November 2023 and the preferred alternative includes the widening of SR 31 from two to six lanes, replacing the Wilson Pigot Bridge from a bascule bridge to high level fixed bridge and reconfiguring the SR 80 and SR31 intersection to a grade separated intersection. The design phase is underway under the PD&E contract in preparation for going design build. As of the FDOT tentative work program that was presented in October, the right of-way and construction phases are fully funded with the construction planned for FY 2029.
- SR 31 from SR 78 in Lee County to Horseshoe Road/Lake Babcock Drive in Charlotte County - Babcock Ranch Community Independent Special District (ISD) has entered a progressive design-build contract to build a new 4-lane roadway east of the existing SR 31 roadway (in Lee County), transitioning to the existing roadway and widening the existing road to a divided 4-lane section (in Charlotte County). Within Lee County, the existing roadway will become an access road. As part of the interim project, roundabouts are proposed at four intersections. Right of way will be acquired for the roadway between SR 78 and CR 78 (North River Road) and FDOT is administering the acquisition. The Babcock Ranch Community ISD is managing the design-build project, including both the design and construction phases, with FDOT administering the Construction Engineering Inspection. The 60% design plans were submitted in August of 2023 and the construction for roadway will start later this year with project completion planned for 2026.

- SR 78 from I-75 to SR 31 – A Project Development and Environment Study started in November of 2019 and completion for this study is planned for 2024. An alternatives public meeting was held in May of 2023 that included the widening of SR 78 from two to four lanes from I-75 to SR 31 as well as improvements to the I-75/SR 78 interchange. There are no other phases that are programmed currently.





SR 31 & CR 74 Intersection Improvements  
Programmed ROW - FY 2022  
Programmed CST - FY 2024

SR 78 in Lee County  
to North of Charlotte County Line  
Design-Build Underway

From SR 80 to SR 78  
PD&E and PE underway

**SR 31 IMPROVEMENTS**

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

## **INFORMATION AND REVIEW OF THE REGIONAL LEE/CHARLOTTE-PUNTA GORDA/SARASOTA MANATEE MPO'S INTERLOCAL AGREEMENT**

**Attachments:** Updated Regional Interlocal Agreement.

**Discussion Item:** Information and review of the updated regional interlocal agreement.

### **Background**

The Lee and Charlotte-Punta Gorda MPO's and the Charlotte-Punta Gorda and Sarasota Manatee MPO's have separately had interlocal agreements to address our regional coordination activities. But the recent census boundary changes from the Census Bureau impact the Boca Grande community by including that area within the Sarasota Manatee MPO planning area. As a result of this, the Lee MPO is required to have an agreement with the Sarasota Manatee MPO to cover the MPO planning requirements of this area. To address our required coordination activities, the Sarasota Manatee MPO has drafted the attached updated regional agreement that covers the three MPO's which will also replace the current Charlotte-Punta Gorda and Sarasota Manatee Interlocal agreement. There are still some edits that need to be made to address the TRIP funding portion of the agreement that should only apply to the joint list that the Charlotte-Punta Gorda and Sarasota Manatee MPO's develop and prioritize.

### **Recommendation:**

Staff is providing background information on the agreement and is seeking any comments prior to each Board's consideration at their upcoming meetings.

THIS INSTRUMENT RETURN TO:  
David Hutchinson, Executive Director  
Sarasota/Manatee Metropolitan  
Planning Organization  
7632 15<sup>th</sup> Street East  
Sarasota, FL 34243

THIS INSTRUMENT PREPARED BY:  
Paul R. Gougelman, Esq.  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Blvd. – Suite 1900  
Ft. Lauderdale, FL 33301

**INTERLOCAL AGREEMENT FOR JOINT  
REGIONAL TRANSPORTATION PLANNING AND  
COORDINATION BETWEEN THE  
SARASOTA/MANATEE METROPOLITAN  
PLANNING ORGANIZATION, THE LEE COUNTY  
METROPOLITAN PLANNING ORGANIZATION,  
AND THE CHARLOTTE COUNTY-PUNTA GORDA  
METROPOLITAN PLANNING ORGANIZATION**

This Interlocal Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Sarasota/Manatee Metropolitan Planning Organization, a legal entity created by interlocal agreement and existing pursuant to Section 339.175, Florida Statutes (hereinafter: the “Sarasota/Manatee MPO”), the Lee County Metropolitan Planning Organization, a legal entity created by interlocal agreement and existing pursuant to Section 339.175, Florida Statutes (hereinafter: the “Lee County MPO”), and the Charlotte County-Punta Gorda Metropolitan Planning Organization, a legal entity created by interlocal agreement and existing pursuant to Section 339.175, Florida Statutes (hereinafter: the “Charlotte County-Punta Gorda MPO”).

**RECITALS:**

WHEREAS, 23 USC §134(d) and 49 USC §5303(d), require that Metropolitan Planning Organizations (MPOs) must be designated for each urbanized area with population of more than 50,000 persons as determined by the United States Bureau of the Census, and

WHEREAS, the Port Charlotte-North Port urbanized area was designated and described by the U.S. Bureau of the Census in 2012 and includes portions of Sarasota and Charlotte Counties; and

Commented [WK1]: Added page numbers.

WHEREAS, the Bradenton-Sarasota-Venice urbanized area was designated and described by the U.S. Bureau of the Census in 2012 and includes portions of Lee, Charlotte, Sarasota, and Manatee Counties; and

WHEREAS, pursuant to 23 CFR §450.310 and Section 339.175(2), Florida Statutes, the Sarasota/Manatee MPO was created decades ago and currently has transportation planning jurisdiction over portions of the Bradenton-Sarasota-Venice urbanized area and also currently has planning jurisdiction over a portion of the Port Charlotte-North Port urbanized area; and

WHEREAS, the Sarasota/Manatee MPO currently operates pursuant to that certain Interlocal Agreement for the Creation of the Metropolitan Planning Organization recorded on November 3, 2014, in Official Records Book 2542, Page 7416, Public Records of Manatee County, Florida, and recorded on November 14, 2014, in Official Records Instrument 2014136157, Public Records of Sarasota County, Florida; and

WHEREAS, pursuant to 23 CFR §450.310 and Section 339.175(2), Florida Statutes, the Charlotte County-Punta Gorda MPO was created decades ago and currently has ~~have~~ transportation planning jurisdiction over portions of the Port Charlotte-North Port urbanized area and portions of the Bradenton-Sarasota-Venice urbanized area; and;

WHEREAS, the Charlotte County-Punta Gorda MPO currently operates pursuant to that certain Interlocal Agreement for the Creation of the Metropolitan Planning Organization recorded on January 5, 2018, in Official Records Book 4270, Page 1308, Public Records of Charlotte County, Florida; and

WHEREAS, pursuant to 23 CFR §450.310 and Section 339.175(2), Florida Statutes, the Lee County MPO was created decades ago to have transportation planning jurisdiction and currently has planning jurisdiction over a portion of the Bradenton-Sarasota-Venice urbanized area; and

WHEREAS, the Lee County MPO currently operates pursuant to that certain Interlocal Agreement for the Creation of the Metropolitan Planning Organization recorded on March 24, 2016, in Official Records Instrument 2016000061742, Public Records of Lee County, Florida; and

WHEREAS, 23 CFR §450.312(h)(1) provides that:

(h) Subject to paragraph (i) of this section, where the Governor(s) and MPO(s) have determined that the size and complexity of the MPA make it appropriate to have more than one MPO designated for an MPA, the MPOs within the same MPA shall, at a minimum:

(1) Establish written agreements that clearly identify coordination processes, the division of transportation planning responsibilities among and between the MPOs, and procedures for joint decisionmaking and the resolution of disagreements; and

WHEREAS, pursuant to 23 CFR §450.312 and agreement between the Governor of the State of Florida and the Lee County MPO, the boundaries of the metropolitan planning area for the Lee County MPO encompass a portion of the Bradenton-Sarasota-Venice urbanized area, plus the contiguous area expected to become urbanized within a 20-year forecast period for the metropolitan transportation plan; and

WHEREAS, pursuant to 23 CFR §450.312 and agreement between the Governor of the State of Florida and the Charlotte County-Punta Gorda MPO, the boundaries of the metropolitan planning area for the Charlotte County-Punta Gorda MPO encompass a portion of the Bradenton-Sarasota-Venice urbanized area, plus the contiguous area expected to become urbanized within a 20-year forecast period for the metropolitan transportation plan, and a portion of the Port Charlotte-North Port urbanized area, plus the contiguous area expected to become urbanized within a 20-year forecast period for the metropolitan transportation plan; and

WHEREAS, pursuant to 23 CFR §450.312 and agreement between the Governor of the State of Florida and the Sarasota/Manatee MPO, the boundaries of the metropolitan planning area for the Sarasota/Manatee MPO encompass a portion of the Bradenton-Sarasota-Venice urbanized area, plus the contiguous area expected to become urbanized within a 20-year forecast period for the metropolitan transportation plan, and a portion of the Port Charlotte-North Port

urbanized area, plus the contiguous area expected to become urbanized within a 20-year forecast period for the metropolitan transportation plan; and

WHEREAS, 23 CFR §450.314(b) and (d) provides that:

§450.314 Metropolitan planning agreements.

(e) If more than one MPO has been designated to serve an urbanized area there shall be a written agreement among the MPOs, the State(s), and the public transportation operator(s) describing how the metropolitan transportation planning processes will be coordinated to assure the development of consistent metropolitan transportation plans and TIPs across the MPA boundaries, particularly in cases in which a proposed transportation investment extends across the boundaries of more than one MPA. If any part of the urbanized area is a nonattainment or maintenance area, the agreement also shall include State and local air quality agencies. The metropolitan transportation planning processes for affected MPOs should, to the maximum extent possible, reflect coordinated data collection, analysis, and planning assumptions across the MPAs. Alternatively, a single metropolitan transportation plan and/or TIP for the entire urbanized area may be developed jointly by the MPOs in cooperation with their respective planning partners. Coordination efforts and outcomes shall be documented in subsequent transmittals of the UPWP and other planning products, including the metropolitan transportation plan and TIP, to the State(s), the FHWA, and the FTA.

(emphasis supplied); and

WHEREAS, Section 339.175(6)(j), Florida Statutes, provides that:

(6) POWERS, DUTIES, AND RESPONSIBILITIES.—

(j)1. To more fully accomplish the purposes for which M.P.O.'s have been mandated, M.P.O.'s shall develop coordination mechanisms with one another to expand and improve transportation within the state. The appropriate method of coordination between

M.P.O.'s shall vary depending upon the project involved and given local and regional needs. Consequently, it is appropriate to set forth a flexible methodology that can be used by M.P.O.'s to coordinate with other M.P.O.'s and appropriate political subdivisions as circumstances demand.

2. Any M.P.O. may join with any other M.P.O. or any individual political subdivision to coordinate activities or to achieve any federal or state transportation planning or development goals or purposes consistent with federal or state law. . . ; and

WHEREAS, Section 339.175(10)(a)2., Florida Statutes, provides that:

(10) AGREEMENTS.—

(a) Each M.P.O. shall execute the following written agreements, which shall be reviewed, and updated as necessary, every 5 years:

\* \* \*

2. An agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan areas, specifying the means by which activities will be coordinated and how transportation planning and programming will be part of the comprehensive planned development of the area; and

WHEREAS, the primary purpose of this Agreement is to implement 23 CFR §§450.312 and 450.314, to comply with Section 339.175(10)(a)2., Florida Statutes, and to implement Section 339.175(6)(j)1. and 2., Florida Statutes, by setting forth a process by which each of the three MPOs shall conduct the metropolitan planning process in their respective jurisdictional planning boundaries and by which the three MPOs will coordinate regarding their respective long-range transportation plan and transportation related matters needed to qualify for federal aid and to otherwise comply with federal and state law; and

WHEREAS, there is an existing agreement between Charlotte County-Punta Gorda MPO and Sarasota/Manatee MPO entitled as the Interlocal Agreement for Joint Regional Transportation Planning and Coordination between

the Sarasota/Manatee Metropolitan Planning Organization and the Charlotte County-Punta Gorda Metropolitan Planning Organization, recorded on January 25, 2018, in Official Records Book 2710, Page 7341, Public Records of Manatee County, Florida, and on January 29, 2018, in Official Records Book 4277, Page 679, Public Records of Charlotte County, Florida (the “Existing Interlocal Agreement”)' and

WHEREAS, Section 7 of the Existing Interlocal Agreement provides that:

**Section 7. Term of Agreement.** This Agreement shall have a term of ten (10) years commencing on the Effective Date of this Agreement. The Agreement shall terminate on December 31, 2028, but the Agreement may be renewed or extended by amendment to the Agreement. In 2023 and 2028, the parties hereto shall examine the terms of this Agreement, and the parties may agree to amend the provisions of this Agreement as may be appropriate. The failure to amend, reaffirm, or re-examine the terms of this Agreement shall not invalidate or otherwise terminate this Agreement; and

WHEREAS, the Sarasota/Manatee MPO and the Charlotte County-Punta Gorda MPO have both reviewed the Existing Interlocal Agreement ~~the Existing Interlocal Agreement~~ **have reviewed** and have determined that this new Agreement is a suitable replacement agreement; and

Commented [WK2]: Duplication

WHEREAS, therefore the Sarasota/Manatee MPO and the Charlotte County-Punta Gorda MPO have decided that it is in the public interest to terminate the Existing Interlocal Agreement and to adopt this instrument as a replacement ; and

WHEREAS, the Lee County MPO has reviewed this Agreement and finds that it is in the public interest to adopt this Agreement for the purpose of coordination of transportation planning in the Bradenton-Sarasota-Venice urbanized area and with transportation planning efforts in the Port Charlotte-North Port urbanized area; and

WHEREAS, the economic health of the Southwest Florida region is greatly affected by availability and convenience of transportation services; and,



WHEREAS, there is a need to address transportation on a regional basis to meet growing travel demands and obtain federal and state funding in the current competitive funding process in Bradenton-Sarasota-Venice urbanized area and the Port Charlotte-North Port urbanized area, as well as the areas subject to the jurisdiction of the Sarasota/Manatee MPO, the Charlotte County-Punta MPO, and the Lee County MPO.

NOW, THEREFORE, in consideration of the covenants made by each party to the other and of the mutual benefits to be realized by the parties hereto, the sufficiency of consideration being agreed to by the parties hereto, and the parties desiring to be legally bound do agree as follows:

**Section 1. Recitals; Definitions.**

(a) Each and all of the above recitals is incorporated herein. The failure of any of the recitals to be true and correct shall not invalidate this Agreement.

(b) The terms as used in this Agreement shall be defined as follows, unless the usage and context clearly indicates to the contrary:

“Agreement” means this instrument, as amended from time to time.

“Charlotte County-Punta Gorda MPO” means the Charlotte County-Punta Gorda Metropolitan Planning Organization, currently created and operated pursuant to an interlocal agreement recorded on January 5, 2018, in Official Records Book 4270, Page 1308, Public Records of Charlotte County, Florida.

“Effective Date” of this Agreement, any amendment hereto, or any termination of this Agreement shall be the date on which the original instrument has been recorded in the Public Records of Charlotte, Manatee, Sarasota, and Lee Counties.

“Facilitator” means one who helps the Charlotte County-Punta Gorda MPO, the Sarasota/Manatee MPO, and/or the Lee County MPO, to design and follow a meeting agenda and assists the ~~threetwo~~ MPOs to communicate more effectively throughout the dispute resolution process set forth in this Agreement. The facilitator has no authority to make or recommend a decision but may recommend alternatives as part of the facilitation process.

“FDOT” means the Florida Department of Transportation.

“Initiation Letter” means a letter from either the Charlotte County-Punta Gorda MPO, the Sarasota/Manatee MPO, or the Lee County MPO, to the other MPO(s), which formally identifies a dispute, asks the other MPO(s) and other named parties to engage in the dispute resolution process pursuant to this Agreement to resolve the dispute, and at a minimum, attend the initial settlement meeting.

“LRTP” means Long Range Transportation Plan as provided for in 23 CFR §45.306 and Section 339.175(7), Florida Statutes, and as amended from time to time.

“MPA” or “metropolitan planning area” means the geographic area determined by agreement between the MPO(s) for the area and the Governor(s), which must at a minimum include the entire urbanized area and the contiguous area expected to become urbanized within [at least] a 20-year forecast period for the metropolitan transportation plan [the LRTP], and may include additional areas. See 23 CFR §450.104.

“MPO” means a metropolitan planning organization as provided for in 23 USC §134, 49 USC §5303, and Section 339.175, Florida Statutes.

“Named Party” means any jurisdiction, public or private organization, group or individual who is named in an Initiation Letter, which is admitted by the Charlotte County-Punta Gorda MPO, the Sarasota/Manatee MPO, and/or the Lee County MPO, to participate in the settlement of a dispute, and which also automatically includes the Charlotte County-Punta Gorda MPO, the Sarasota/Manatee MPO, and the Lee County MPO. Being a Named Party in the conflict resolution process shall not be construed to convey or limit standing in any judicial or administrative proceeding.

“Port Charlotte-North Port urbanized area” means the Port Charlotte-North Port urbanized area as described by the U.S. Bureau of the Census in 87 Federal Register 80114 (December 29, 2022), and as subsequently identified or revised by the U.S. Bureau of the Census.

“Representative” means an individual who is given guidance and

authority to act, to the extent possible, by either the Charlotte County-Punta Gorda MPO, the Sarasota/Manatee MPO, or the Lee County MPO, in a conflict or dispute resolution case pursuant to this Agreement.

“Response Letter” means a letter by which a Representative formally notifies the initiator and other named parties of the responding MPO’s position, and whether the MPO is willing to participate in the process and, at a minimum, attend at least one settlement meeting.

“RTE” means the FDOT’s Regional Trails Enhancement program also known as the “Regional Transportation Alternatives Program (RTAP)”.

“Bradenton-Sarasota-Venice urban area” means the Bradenton-Sarasota-Venice urbanized area as described by the U.S. Bureau of the Census in 87 Federal Register 80114 (December 29, 2022), and as subsequently identified or revised by the U.S. Bureau of the Census.

“Sarasota/Manatee MPO” means the Sarasota/Manatee Metropolitan Planning Organization currently created and operated pursuant to that certain Interlocal Agreement for the Creation of the Metropolitan Planning Organization recorded on November 3, 2014, in Official Records Book 2542, Page 7416, Public Records of Manatee County, Florida, and recorded on November 14, 2014, in Official Records Instrument 2014136157, Public Records of Sarasota County, Florida.

“Settlement Agreement” means an agreement tentatively approved by the Representatives authorized by the Named Parties. Final approval of the Agreements may take the form of memorandums of understanding, contracts, interlocal agreements, or other forms mutually agreed to by the Charlotte County-Punta Gorda MPO, the Lee County MPO, and/or the Sarasota/Manatee MPO, or as required by law. Not all of the Named Parties need to agree to a settlement.

“TIP” means transportation improvement plan as provided for in 23 USC §134(j) and Section 339.175(8), Florida Statutes, and as amended from time to time.

“TRIP” means the Transportation Regional Incentive Program as provided for in Section 339.2819, Florida Statutes, as amended from time to time.

“UPWP” means the Unified Planning Work Programs of each MPO signing this Agreement, as amended from time to time.

**Section 2. Purpose.**

(a) The purpose of this Agreement is to promote and establish an administrative forum for communication and coordination between the Charlotte County-Punta Gorda MPO, the Lee County MPO, and the Sarasota/Manatee MPO and to foster joint regional cooperation and conduct regarding transportation planning in accordance with the goals, policies, concepts, and requirements of 23 U.S.C. §134 and 49 U.S.C. §5303, all as amended by the Intermodal Surface Transportation Efficiency Act of 1991 (Public Law 102-240, Dec. 18, 1991, 105 Stat. 1914), the Transportation Equity Act for the Twenty-first Century (Public Law 105-178, June 9, 1998, 112 Stat. 107), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law 109-59, Aug. 10, 2005, 119 Stat. 1839; Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law 112-141, July 6, 2012, 126 Stat. 500, and Fixing America’s Surface Transportation Act (FAST Act), Public Law 114-94, December 4, 2015; 23 CFR §§450.306, and 450.312; and Section 339.175, Florida Statutes, and successor legislation and regulations. More specifically, this Agreement establishes the commitment by each party to this Agreement to develop joint regional transportation planning products and processes for the quad-county region of Manatee, Sarasota, Charlotte, and Lee Counties, subject to the jurisdiction of the Sarasota/Manatee MPO, the Charlotte County Punta Gorda MPO, and the Lee County MPO.

(b) Southwest Florida Transportation Planning Alliance.

(1) The purpose of this Agreement is also to create and provide a separate administrative entity to serve as a forum for transportation planning, coordination, and communication among the Charlotte County-Punta Gorda MPO, the Lee County MPO, and the Sarasota/Manatee MPO, pursuant to

this Agreement to be known as the Southwest Florida Transportation Planning Alliance.

(A) Notwithstanding the existence of this ~~administrative entity forum~~ consisting of the Charlotte County-Punta Gorda MPO, the Lee County MPO, and the Sarasota/Manatee MPO Governing Boards, no action affecting the Bradenton-Sarasota-Venice urban area shall be effective by the Southwest Florida Transportation Planning Alliance, unless approved separately by the Governing Boards of the Charlotte County-Punta Gorda MPO, the Lee County MPO, and the Sarasota/Manatee MPO.

(B) Notwithstanding the existence of this ~~administrative entity forum~~ consisting of the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO Governing Boards, no action affecting the Port Charlotte-North Port urban area shall be effective by the Southwest Florida Transportation Planning Alliance, unless approved separately by the Governing Boards of the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO.

(2) Further, neither the Charlotte County-Punta Gorda MPO, the Lee County, and/or the Sarasota/Manatee MPO, need to meet jointly as the Southwest Florida Transportation Planning Alliance to take action. The Southwest Florida Transportation Planning Alliance is merely a name assigned to an administrative ~~entity forum~~ which structure and coordination will be conducted in accordance with the requirements of this Agreement. No funds will be handled, incurred, obligated, or disbursed by the Southwest Florida Transportation Planning Alliance.

(3) The boundaries of the Southwest Florida Transportation Planning Alliance shall be the jurisdictional boundaries of the Charlotte County-Punta Gorda MPO, the Lee County MPO, and the Sarasota/Manatee MPO, as amended from time to time. The members of the Southwest Florida Transportation Planning Alliance shall be the Charlotte County-Punta Gorda MPO, the Lee County MPO, and the Sarasota/Manatee MPO.

(4) Record Keeping. If ~~the~~ two or more MPOs meet jointly, the staff of the host MPO shall provide a recording secretary for any joint meetings of ~~the both~~ MPOs. Record keeping and other clerical responsibilities shall be the duty of the MPO staff consistent with any MPO hosting a meeting. All minutes shall be distributed to all members of each MPO's Governing Board within not more than thirty (30) days after the holding of a meeting. Duplicate records of the official proceedings of the Southwest Florida Transportation Planning Alliance will be kept in the headquarters office of each MPO office. Records shall be maintained in accordance with the public records law, Chapter 119, Florida Statutes.

(5) Risk of Loss. The Charlotte County-Punta Gorda MPO, the Lee County MPO, and the Sarasota/Manatee MPO, each acknowledge that as a mere administrative ~~entity forum~~, the Southwest Florida Transportation Planning Alliance cannot sue or be sued, nor bear any legal liability. Therefore, the parties to this Agreement agree that each MPO subject to this Agreement shall continue to maintain such insurance coverage as may be required to cover the additional risks associated with membership and participation in the Southwest Florida Transportation Planning Alliance forum. Members covered by a self-insurance program shall notify their respective covering-entities of this Agreement so that any added risk may be factored.

**Section 3. Planning Products.** The parties hereby agree to coordinate and collaborate in good faith and with due diligence to develop the following joint regional planning products:

(a) Joint Transportation Model Coordination; Joint LRTP Amendment.

(1) During the development and updates of each MPO's travel forecast model as part of each MPO's LRTPs, the Charlotte County MPO, the Lee County MPO, and the Sarasota/Manatee MPO, will each coordinate the development of each MPO's model's external stations. This effort, as deemed necessary, may include an exchange of necessary and current data and staff meetings.

(2) During the periodic development or updates of each MPO's LRTP, the Charlotte County MPO, the Lee County MPO, and the Sarasota/Manatee MPO, will each coordinate the development of each MPO's LRPT development and revision. Specifically, at a minimum prior to adoption of an amendment to the LRTP by an MPO which is a signatory to this Agreement, said MPO shall give notice to the other MPOs that are signatories to this Agreement of the proposed amendment with a copy of the amendment. Said notice shall be given at least 30 days prior to adoption. With regard to the adoption of a new LRTP by an MPO which is a signatory to this Agreement, said MPO shall give notice to the other MPOs that are signatories to this Agreement of the proposed new LRTP with a copy of the proposed new LRTP. Said notice shall be given at least 60 days prior to adoption. These efforts, as deemed necessary, may include an exchange of necessary and current data and staff meetings.

(b) Joint Regional Long Range Transportation Plan (LRTP) Component. The Charlotte County MPO, the Lee County MPO, and the Sarasota/Manatee MPO, will each identify and designate by mutual agreement of the three MPOs of the Joint Regional Multi-Modal Transportation System as a component of each MPO's LRTP. Specifically, this exercise will identify regionally significant corridors and facilities. This identified system will be studied and refined as necessary as part of each MPO's LRTP update and considered throughout the LRTP process and analysis. Each MPOs Long Range Transportation Plan will be consistent with this regional plan.

(c) Joint Regional Project Priorities. Based on the determination of the Joint Regional Multi-Modal Transportation System described above in paragraph 3(b), the Charlotte County MPO, the Lee County MPO, and the Sarasota/Manatee MPO, will each annually identify their respective priorities on the identified Regional Multi-Modal Transportation System and include said projects in the respective MPO's Transportation Improvement Programs (TIP). Each MPOs TIP and Project Priorities will be consistent with the identified Regional Project Priorities. This collaboration and the products developed will

reoccur annually during the term of this Agreement and will be a continuing obligation and commitment.

(d) Joint Regional Public Involvement Process Component. The Charlotte County MPO, the Lee County MPO, and the Sarasota/Manatee MPO, have each developed public participation plans as set forth in 23 CFR §450.316. Therefore, the parties agree that each MPO will utilize their own adopted public participation plan to obtain public input, and that each MPO may revise their public participation plan from time to time independent of action by the other MPOs in the Southwest Florida Transportation Planning Alliance.

(e) TRIP and RTE Collaboration.

(1) (A) In respect to the TRIP and RTE programs, the Charlotte County-Punta Gorda MPO, the Lee County MPO, and the Sarasota/Manatee MPO, agree to rotate the number one (1) project priority between Charlotte, Lee, Manatee, and Sarasota County for each round of negotiation related to the TRIP and RTE programs, which project is to occur within the Bradenton-Sarasota-Venice urban area.

(B) In respect to the TRIP and RTE programs, the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO, agree to rotate the number one (1) project priority between Charlotte, Manatee, and Sarasota County for each round of negotiation related to the TRIP and RTE programs, which project is to occur within the Port Charlotte-North Port urban area.

(C) The rotation or taking of turns, as described in section 3.(e)(1)(A) as the number one priority project upon the Effective Date of this Agreement shall be Sarasota County first which is the current priority position for Sarasota County immediately prior to the Effective Date of this Agreement, Charlotte County second, Manatee County third, and Lee County fourth. Thereafter, the rotation order will then begin all over again.

(D) The rotation or taking of turns, as described in section 3.(e)(1)(B) as the number one priority project upon the Effective Date of this Agreement shall be Sarasota County first which is the current priority position



for Sarasota County immediately prior to the Effective Date of this Agreement, Charlotte County second, and Manatee County third. Thereafter, the rotation order will then begin all over again.

(2) The Charlotte County-Punta Gorda MPO, the Lee County MPO, and the Sarasota/Manatee MPO, each agree that the project funding requests will be submitted and ranked as reasonably practical in each negotiating round to equate to an equitable percentage of funding for both the TRIP and RTE programs between the parties of approximately 50% of the funds for the Sarasota/Manatee MPO, approximately 25% of the funds for the Lee County MPO, and approximately 25% of the funds for the Charlotte County-Punta Gorda MPO. The three MPOs further agree to submit projects for the TRIP and RTE programs which are reasonable in amount considering the total of available FDOT District funds for the programs in that round of solicitation so as to be consistent with the parties' intent to decide funding allocation of 50% to the Sarasota/Manatee MPO, 25% to the Lee County MPO, and 25% to the Charlotte County-Punta Gorda MPO.

(3) The Charlotte County-Punta Gorda MPO, the Lee County MPO, and the Sarasota/Manatee MPO recognize, understand, and agree that the equity percentage of funding may fluctuate from year to year and round to round based upon FDOT's funding award decisions, but the overall intent and understanding is that between the four (4) counties there shall be a rotation or taking of turns as the number one priority for funding and awards equivalent to the equal percentages of 25% for each of the four (4) counties within the three MPOs.

**Section 4. Staff Services and Costs.** The Executive Directors and staffs of each MPO will be responsible for development of the joint regional products identified in this Agreement with review and final approval by each MPO Governing Board. In this regard, each MPO will cooperate to equitably assign and share in the needed staff resources to accomplish these regional efforts as specified in their respective UPWP. Similarly, non-MPO staff services and costs for the joint regional efforts and products identified in this Agreement will be

borne by each individual MPO as described in its UPWP with deference to the size and budgets of the respective MPOs. The parties agree, as may be necessary in order to carry out the terms and commitments of this Agreement, to cooperate in seeking Federal, State and local funding for the joint regional products to be developed.

**Section 5. Planning Jurisdiction and Responsibilities.**

(a) All MPO transportation planning relating to the UPWP, TIP, LRTP, requirements of this Agreement, or any matters assigned by Federal or Florida law, relating to portions of the Port Charlotte-North Port urban area located within Manatee or Sarasota Counties shall be within the exclusive jurisdiction and authority of the Sarasota/Manatee MPO. All MPO transportation planning relating to the UPWP, TIP, LRTP, requirements of this Agreement, or any matters assigned by Federal or Florida law, relating to portions of the Port Charlotte-North Port urban area located within Charlotte County shall be within the exclusive jurisdiction and authority of the Charlotte County-Punta Gorda MPO.

**Commented [WK3]:** The Port Charlotte-North Port urban area is not located within Manatee County. Should this be stricken?

(b) All MPO transportation planning relating to the UPWP, TIP, LRTP, requirements of this Agreement, or any matters assigned by Federal or Florida law, relating to portions of the Bradenton-Sarasota-Venice urban area located within Manatee or Sarasota Counties shall be within the exclusive jurisdiction and authority of the Sarasota/Manatee MPO. All MPO transportation planning relating to the UPWP, TIP, LRTP, requirements of this Agreement, or any matters assigned by Federal or Florida law, relating to portions of the Bradenton-Sarasota-Venice urban area located within Charlotte County shall be within the exclusive jurisdiction and authority of the Charlotte County-Punta Gorda MPO. All MPO transportation planning relating to the UPWP, TIP, LRTP, requirements of this Agreement, or any matters assigned by Federal or Florida law, relating to portions of the Bradenton-Sarasota-Venice urban area located within Lee County shall be within the exclusive jurisdiction and authority of the Lee County MPO.

(c) Notwithstanding the foregoing, the Sarasota/Manatee MPO, the Lee County MPO, and the Charlotte County-Punta Gorda MPO, each pledge to consult with one another in promotion of the common goal of comprehensive transportation planning with regard to matters relating to the Bradenton-Sarasota-Venice urban area located within Charlotte County, Lee County, Sarasota County, and Manatee County.

(d) Notwithstanding the foregoing, the Sarasota/Manatee MPO and the Charlotte County-Punta Gorda MPO, each pledge to consult with one another in promotion of the common goal of comprehensive transportation planning with regard to matters relating to the Port Charlotte-North Port urban area located within Charlotte County and in Sarasota County.

**Section 6. Conflict Resolution.**

(a) Purpose and Intent.

(1) The Charlotte County-Punta Gorda MPO, the Lee County MPO, and the Sarasota/Manatee MPO mutually commit to use the following described Conflict Resolution Process to resolve any conflicts related to issues covered in this Agreement. Notwithstanding the foregoing, the Charlotte County-Punta Gorda MPO, Lee County MPO, and Sarasota/Manatee MPO, do not waive their respective rights to seek declaratory judgments as provided in Chapter 86, Florida Statutes.

(2) It is the intent of the Charlotte County-Punta Gorda MPO, the Lee County MPO, and the Sarasota/Manatee MPO, to promote the safe and efficient management, operation, and development of surface transportation systems that will serve the mobility needs of people and freight within the urbanized areas of Manatee, Sarasota, Lee, and Charlotte Counties. To aide in the accomplishment of these objectives the Charlotte County-Punta Gorda MPO, the Lee County MPO, and the Sarasota/Manatee MPO, hereby establish a conflict resolution process to address any conflict that may arise in the planning and programming of regionally significant transportation projects and programs. If a conflict or dispute is between two of the MPOs to this Agreement, the third non-conflicting MPO need not

participate in the conflict resolution procedure, unless it so opts to participate. It is the intent of the parties to this Agreement, as provided in Section 164.1041, Florida Statutes, that this Agreement sets forth an alternative dispute resolution process, and that the dispute resolution process in Chapter 164, Florida Statutes, shall not apply to disputes subject to this Agreement.

(3) Each MPO is responsible for the planning and programming of transportation facilities, including, but not limited to, major roadways, airports, seaports, transit systems and intermodal or multimodal terminals, within the MPO's jurisdictional area or county, that will function as an integrated regional metropolitan transportation system. This conflict resolution process set forth in this Agreement will primarily focus on regionally significant plans; programs and projects, as identified in this Agreement and as designed, approved, or amended from time to time, as provided in this Agreement.

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(4) With regard to the conflict resolution process, each MPO shall retain the authority to limit its respective Representative's decision-making or negotiating authority to such action agreed to by a majority of its respective MPO Governing Board voting members present and voting at a MPO meeting at which a quorum is present. This conflict resolution process consists of two basic components; an Initiation/Response phase and a Settlement phase.

(b) Initiation /Response Phase of the Process.

(1) This process must be initiated through the issuance of an Initiation Letter, by either one of the Charlotte County-Punta Gorda MPO, the Lee County MPO, or the Sarasota/Manatee MPO, to the other affected MPO. Any public or private, individual or group can participate if requested and named by either of the affected MPOs. Other persons or legal entities may contribute at various points in a session by mutual agreement of the Representatives of the affected MPOs. Such an Initiation Letter shall identify the issues to be discussed, Named Parties to be involved in the conflict resolution process, the initiating MPO's Representative and others who will

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attend a negotiating session, and a brief history of the dispute indicating why it is appropriate for this process.

(24) If required deadlines or any other reason necessitates a quicker resolution of the issue, the affected MPOs through their Representatives may mutually agree to expedite this process.

(35) If any conflict issue is not resolved through the expressed positions of the affected MPO Governing Boards, the affected MPOs will schedule a joint settlement meeting. Prior to the joint settlement meeting, the affected MPOs shall produce and distribute to all parties a report assessing the issues identified in the dispute.

(c) Settlement Phase.

(1) Settlement Meetings. At the joint settlement meeting, the affected MPOs will explain their positions, explore options, and seek a mutually acceptable agreement. A neutral facilitator may, upon mutual agreement by the affected MPOs, facilitate the settlement meeting. Any cost or expenses for facilitators, attorneys, other consultants, or expenses associated with such an agreement or with this conflict resolution process shall be shared equally by the MPOs participating in the conflict resolution process. At the joint settlement meeting, the affected MPOs shall consider guidelines for participation, identify the issues to be addressed, and present their concerns. The affected MPOs will then explore options for a solution and seek agreement. If the initial joint settlement meeting produces no agreement, the parties can proceed to additional joint settlement meetings or other settlement measures through mutual agreement.

(2) Settlement Agreements and Reports. The form of all settlements reached through this process shall be determined by the affected MPOs, and may include interlocal agreements, concurrent resolutions, memoranda of understanding, plan amendments, or other forms as appropriate. Agreements signed by designated Representatives may be in the form of recommendations to the respective MPO Governing Boards and will be subject to their formal approval. The agreements may be included in

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the MPO LRTP and/or TIP where appropriate. The settlement agreement is not subject to challenge, but the implementing actions maybe. After any settlement meeting(s), the MPOs shall develop a joint report to each respective Governing Board, which shall, at a minimum include:

- Identification of the issues discussed and copies of any agreements reached;
- A list of potentially affected or involved jurisdictions, organizations, groups, or individuals;
- A time frame for starting and ending informal negotiations, additional settlement meetings, or joint meetings of elected bodies, as agreed to by both MPOs;
- A written fee allocation agreement to cover any costs of agreed upon conflict resolution procedures, if agreed upon or applicable; and
- A description of responsibilities and schedules for implementing and enforcing agreements reached. The report shall include any statements that any named or affected party wishes to include.

(e) Designated Representative. Unless determined to the contrary by a particular MPO's Governing Board, the designated Representative for that MPO shall be the MPO's Executive Director. A particular MPO may designate a different Representative by giving notice as provided for herein of the appointment of a different Representative.

**Section 7. Term of Agreement.** This Agreement shall have a term of ten (10) years commencing on the Effective Date of this Agreement. The Agreement shall terminate on December 31, 2034, but the Agreement may be renewed or extended by amendment to the Agreement. In 2029 and 2034, the parties hereto shall examine the terms of this Agreement, and the parties may agree to amend the provisions of this Agreement as may be appropriate. The failure to amend, reaffirm, or re-examine the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

**Section 8. Amendment or Modification.**

(a) This general terms of this Agreement applicable to all three MPOs or the specific terms of this Agreement applicable to the Bradenton-Sarasota-Vencie urban area, may only be modified with the approval of the Governing Boards of the Charlotte County-Punta Gorda MPO, the Lee County MPO, and the Sarasota/Manatee MPO, each by adopting the amendment hereto.

(b) The specific terms of this Agreement applicable to the Prot Charlotte-North Port urban area may only be modified with the approval of both Governing Boards of the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO, each by adopting the amendment hereto.

(c) No amendment shall be effective until an executed original amendment signed by the Chair of the affected MPOs, which amend~~ment~~ is recorded in the Public Records of each county as required by Section 163.01(11), Florida Statutes.

**Section 9. Termination.** This Agreement shall continue in force, unless terminated with or without cause by any MPO that is a signatory to this Agreement by providing thirty (30) days written notice to the other MPOs. This Agreement may also be terminated by agreement of all of the MPOs in writing. Upon notice given by one MPO to the other MPO, or upon an agreement by the MPOs to terminate this Agreement, a written termination of this Agreement shall be recorded in the Public Records of the counties described in Section 163.01(11), Florida Statutes. No termination shall be effective until the written termination of this Agreement shall be recorded in the Public Records of the appropriate counties.

**Section 10. Liability.**

(a) The parties agree that nothing created or contained in this Agreement shall be construed, interpreted or inferred to establish any joint liability amongst or between the parties by the actions or omissions of its individual governing board members, officials, employees or agents, in their official or personal capacities acting pursuant to the terms of this Agreement.

(b) As provided by Section 768.28(19), Florida Statutes (2023), the Charlotte County-Punta Gorda MPO, the Lee County MPO, and the Sarasota/Manatee MPO, each further agree that no provision of this Agreement shall require one party to indemnify or insure another party to this Agreement for the other party's negligence or to assume any liability for the other party's negligence. Neither the Sarasota/Manatee MPO, the Lee County MPO, nor Charlotte County-Punta Gorda MPO, each by entry into this Agreement waives any defense of sovereign immunity, or increases the limits of its liability. Any liability of one MPO to ~~the~~ another MPO for damages arising from an act or omission under this Agreement shall not exceed \$25,000. Each MPO shall bear its own attorneys' and paralegal fees for any action for damages or to enforce this Agreement either at law or in equity.

**Section 11. No Joint Employment.** The parties agree that this Agreement is not intended, nor does it create any joint employment agreement status between the Charlotte County-Punta Gorda MPO, the Lee County MPO, and/or the Sarasota/Manatee MPO, or the employees of one MPO to the employees of another MPO. And further, it is agreed that each employee of the respective parties shall remain under the sole direction, control and employment of only that employer.

**Section 12. Notice.**

(a) A notice or communication, under this Agreement hereunder by one MPO to another MPO shall be sufficiently given or delivered if dispatched by hand delivery, by nationally recognized overnight courier (*i.e.* – Federal Express, United Parcel Services, *etc.*), or by U.S. certified mail, postage prepaid, return receipt requested. A receipt for giving notice by certified U.S. Mail or nationally recognized overnight courier must be obtained and maintained by the MPO giving notice. Notice is sufficient if given and addressed to the following:

To the Sarasota/Manatee MPO:

Executive Director  
Sarasota/Manatee MPO  
8100 15<sup>th</sup> Street East



Sarasota, Florida 34243

With Copy To:

ATTN: Sarasota/Manatee MPO General Counsel  
Weiss, Serota, Helfman, Cole & Bierman, P.L.  
200 East Broward Blvd. – Suite 200  
Ft. Lauderdale, FL 33301

To the Charlotte County-Punta Gorda MPO:

Executive Director  
Charlotte County-Punta Gorda MPO  
Charlotte County Administration Center  
18500 Murdock Circle  
Port Charlotte FL 33948

To the Lee County MPO:

Executive Director  
Lee County MPO  
815 Nicholas Parkway East  
Cape Coral, FL 33990

(b) Notices; Addresses; Time. Any party to this Agreement may unilaterally change its addressee or address by giving written notice thereof to the other party but the change is not effective until the change notice is actually received by the other party. For all other noticed matters, notice given by U.S. certified mail, return receipt requested, properly addressed and with postage fully prepaid, is deemed given when deposited in the United States mails within the continental United States, if the notice is thereafter delivered in due course at the address to which properly sent. For all other noticed matters, notice given by nationally recognized overnight courier service prepaid, properly addressed is deemed given when deposited with the courier within the continental United States, if the notice is thereafter delivered in due course at the address to which properly sent. Notice given by manual hand delivery is deemed given only when actually received by the recipient.

(c) Relay of Official Notices and Communications. If either MPO receives any notice from a governmental body or governmental officer that pertains

to this Agreement (including but not limited to those notices from FDOT, the Federal Transit Administration, or the Federal Highway Administration), or receives any notice of litigation or threatened litigation affecting this Agreement or matters subject to this Agreement, the receiving party shall promptly send it (or a copy of it) to the other party to this Agreement by giving notice.

**Section 13. Termination of Certain Agreements.** This Agreement terminates the Interlocal Agreement for Joint Regional Transportation Planning and Coordination between the Sarasota/Manatee Metropolitan Planning Organization and the Charlotte County-Punta Gorda Metropolitan Planning Organization, recorded on January 25, 2018, in Official Records Book 2710, Page 7341, Public Records of Manatee County, Florida, and on January 29, 2018, in Official Records Book 4277, Page 679, Public Records of Charlotte County, Florida. This Agreement is intended to replace the aforementioned instrument.

**Section 14. Effective Date of Agreement or Amendment.** As required by Section 163.01(11), Florida Statutes, this Agreement shall not become effective until the executed original Agreement is filed with the Clerks of the Circuit Court of Lee, Charlotte, Manatee, and Sarasota Counties. The Sarasota/Manatee MPO shall coordinate the execution and recording of this Agreement in the public records of the four counties.

**Section 15. Execution by Use of Counterpart Signature Pages.** This Agreement may be executed by each MPO by use of separate counterpart signatures pages.

IN WITNESS WHEREOF, the foregoing parties through their authorized officers has set their respective hands and seals as follows:

**INTERLOCAL AGREEMENT FOR JOINT REGIONAL TRANSPORTATION PLANNING AND COORDINATION BETWEEN THE SARASOTA/MANATEE METROPOLITAN PLANNING ORGANIZATION, THE LEE COUNTY METROPOLITAN PLANNING ORGANIZATION, AND THE CHARLOTTE COUNTY-PUNTA GORDA METROPOLITAN PLANNING ORGANIZATION**

SARASOTA/MANATEE METROPOLITAN PLANNING ORGANIZATION, a legal entity created by interlocal agreement and existing pursuant to Section 339.175, Florida Statutes

By: \_\_\_\_\_  
Gene Brown, Chair

ATTEST:

\_\_\_\_\_  
David Hutchinson, Agency Clerk

Date: \_\_\_\_\_, 2024

STATE OF FLORIDA            )  
COUNTY OF MANATEE        )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, by Gene Brown, as Chair of the Sarasota/Manatee Metropolitan Planning Organization, a legal entity created by interlocal agreement and existing pursuant to Section 339.175, Florida Statutes. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public – State of Florida  
At Large – My Commission Expires:

**INTERLOCAL AGREEMENT FOR JOINT REGIONAL TRANSPORTATION PLANNING AND COORDINATION BETWEEN THE SARASOTA/MANATEE METROPOLITAN PLANNING ORGANIZATION, THE LEE COUNTY METROPOLITAN PLANNING ORGANIZATION, AND THE CHARLOTTE COUNTY-PUNTA GORDA METROPOLITAN PLANNING ORGANIZATION**

LEE COUNTY METROPOLITAN PLANNING ORGANIZATION, a legal entity created by interlocal agreement and existing pursuant to Section 339.175, Florida Statutes

By: \_\_\_\_\_, Chair

ATTEST:

\_\_\_\_\_  
Agency Clerk

Date: \_\_\_\_\_, 2024

STATE OF FLORIDA            )  
COUNTY OF LEE             )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as Chairman of the Lee County Metropolitan Planning Organization, a legal entity created by interlocal agreement and existing pursuant to Section 339.175, Florida Statutes, on behalf of the organization. \_\_\_ is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public – State of Florida  
At Large – My Commission Expires:

**INTERLOCAL AGREEMENT FOR JOINT REGIONAL TRANSPORTATION PLANNING AND COORDINATION BETWEEN THE SARASOTA/MANATEE METROPOLITAN PLANNING ORGANIZATION, THE LEE COUNTY METROPOLITAN PLANNING ORGANIZATION, AND THE CHARLOTTE COUNTY-PUNTA GORDA METROPOLITAN PLANNING ORGANIZATION**

CHARLOTTE COUNTY-PUNTA GORDA METROPOLITAN PLANNING ORGANIZATION, a legal entity created by interlocal agreement and existing pursuant to Section 339.175, Florida Statutes

By: \_\_\_\_\_  
Christopher G. Constance,  
Chair

ATTEST:

\_\_\_\_\_  
Agency Clerk

Date: \_\_\_\_\_, 2024

[Approved as to form and legal sufficiency](#)

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By: \_\_\_\_\_  
STATE OF FLORIDA ) [Janette S. Knowlton](#)  
COUNTY OF CHARLOTTE ) [County Attorney](#)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as Chairman of the Charlotte County-Punta Gorda Metropolitan Planning Organization, a legal entity created by interlocal agreement and existing pursuant to Section 339.175, Florida Statutes, on behalf of the organization. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public – State of Florida  
At Large – My Commission Expires:

## **INFORMATION ON THE PROPOSED REGIONAL PASSENGER RAIL STUDY REQUEST AND CURRENT PLANS AND PROJECTS IN FLORIDA PROVIDING POTENTIAL CONNECTIVITY**

**Attachments:** Rail Map from the Southeast Regional Network Rail Vision.

**Discussion Item:** Information of the Regional Rail Study Request and Current/Future Rail Plans in South Florida.

### **Background**

The MPO Advisory Council (MPOAC) launched a Pilot Passenger Rail Priorities Program (PRPP). The goal of this Program is to expand rail options across the State of Florida while creating a comprehensive, integrated, and coordinated multimodal network. Potential rail projects in Florida identified through this Program will be communicated to FDOT to tap into funds available under the Florida Rail Enterprise, and federal discretionary rail grants available under the Bipartisan Infrastructure Law (BIL). An application for funding a feasibility study for passenger rail from Tampa to Naples is being pursued to look at the opportunities and issues with using the multi-modal transit envelope within I-75 for this connection.

This past year, Brightline completed a passenger rail service connection to Orlando and is currently studying a connection from Orlando to Tampa. There is also a bill being considered by the legislature (SB 1226/HB 1301) this year requiring FDOT to preserve 44' of right-of-way within I-4 for future rail use. FDOT also received \$500,000 in funding for the Miami/Orlando/Tampa corridor from the recent FRA funding announcements. As part of prior and recent I-75 Master Plans, a transit corridor of 40' has been set aside for multi-modal use and this is the focus of the study request for a future connection with the planned Orlando to Tampa service.

Outside our region, there is a current study looking at extending Sun Rail further south from Orlando into Polk County near Haines City. In addition, the Southeast Regional rail Network includes a future emerging connection from Orlando to Gainesville.

### **Recommendation:**

This presentation is for informational and discussion purposes only

Figure 3-1 | Southeast Regional Network Vision



**For Reference Only: Minutes of the February 17, 2023  
Charlotte County-Punta Gorda MPO and Lee County  
MPO Joint Meeting**





## **JOINT MEETING OF THE CHARLOTTE COUNTY-PUNTA GORDA METROPOLITAN PLANNING ORGANIZATION BOARD AND LEE COUNTY METROPOLITAN PLANNING ORGANIZATION BOARD**

**Burnt Store Road Presbyterian Church, Stewart Hall,  
11330 Burnt Store Road, Punta Gorda, Florida  
Friday, February 17, 2023 at 9:30 a.m.**

### **MEETING MINUTES**

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#### **Agenda Item #1 - Call to Order/Roll Call/Invocation**

The meeting was called to order at 9:30 a.m. by Charlotte County Commissioner Christopher Constance.

The Lee County MPO Board roll was called by Lee County MPO staff. A quorum was present. Lee County MPO Board Members in attendance included Lee County Commissioners Cecil Pendergrass, Kevin Ruane, Raymond Sandelli, and Brian Hamman; City of Fort Myers Councilmembers Johnny Streets Jr. and Teresa Watkins Brown; Town of Fort Myers Beach Councilmember John R. King; City of Sanibel Councilmember Michael Miller; Village of Estero Mayor Katy Errington (9:42 a.m.); and City of Bonita Springs Councilmember Fred Forbes.

The Charlotte County – Punta Gorda MPO Board roll was called by Charlotte County – Punta Gorda MPO staff. A quorum was present. Charlotte County – Punta Gorda MPO Board members in attendance included Charlotte County Commissioners Christopher G. Constance, Stephen R. Deutsch, and Joseph Tiseo; Charlotte County Airport Authority Commissioner James Herston; and City of Punta Gorda Mayor Lynne Matthews.

Others in attendance included the following – John Kubler and Victoria Peters with FDOT; Charlotte County – Punta Gorda MPO staff D’Juan Harris, Lakshmi Gurram, Wendy Scott, Bekie Leslie, and Betty-Ann Sherer; Lee County MPO staff Don Scott, Ron Gogoi, and Calandra Barraco; Derek Rooney with Gray Robinson; members of the public Jerry Newmin, Silvio Estes, Dawn Caniff, John Fleming, Neil Jay Dodrill, Bob Hancik, Pastor Syl Estevez, Suzanne Fleming, Ed Morris, Linda Dosse, Eileen Dameanos, Debra Beyer, Dave Roeser, Bill and Elaine Kimber, Mary Ann Jurek, Douglas Burton, Marv Bergman, Rick Kirckhoff, John and Diane Ardolino, Chuck and Terry Mattioni, Dick Welter, Pat O’Neill, Mike Stroheck, Rob Bar, Anne Tien, Jeff Young, Christine Pfeffule, Walter Schroeder, Robert Eppich, Joseph Milano, Derek Felder, Dave Evans, Joyce Evans, Robert Fehr, Dennis McCarthy, Sam Miller, Drew Myers, Ron Mills, Patrick and Cathy Hurd, Miles Moorehake, Bob Turk, Joe Blais, William Wall, Linda and Tony Lombardi, Bob Reichert, Jay Day, Stephen Miller, Marv Kelso, Jim Jablonski, Steve Riddle, Bud Herzberg, Rick Marhis, Liz Kelly, John Gruca, Craig Williams, Manuel Soares, Sharon Mundhenke, Clarke Phyendlenke, Maggie Jones, Barbara Whelan, Jinnifer Calinda, Steven Pletz, Jay and Donna Ableidinges, Kathleen and Kevin Tyndall, Maria Metge, Stefan Pilip, David and Elizabeth Merkowitz and Barry Freedman; Charles Council with the Charlotte County – Punta Gorda MPO Citizens’ Advisory Committee; Jana Curry with the Southwest Florida Regional Planning Council; Andy Getch with McCormick Taylor; Mitchell Austin with the City of Punta Gorda; Persides Zambrano with the City of Cape Coral; Kristin Caruso with Scalar; Charlotte County Economic Development Director Dave Gammon; Carmen Monroy with Stantec; and Rob Cursey with Benesch.

**Pastor Syl Estevez with the First Presbyterian Church in Port Charlotte gave the invocation.**

**Agenda Item #2 - Pledge of Allegiance**

**The Pledge of Allegiance was recited.**

**Agenda Item #3 - Chairs' Comments**

Chair Constance and Chair Pendergrass provided comments.

**Agenda Item #4 - Public Comments on Agenda Items**

Chair Constance noted the public speaking time limit was three minutes per speaker. Mr. Don Scott introduced Mr. John Kubler, the acting FDOT District One Secretary. The following members of the public provided public comments on agenda items: John Fleming, Jerry Newmin, Robert Hancik, Ed Morris, Dave Roeser, Mary Ann Jurek, Joe Blais, John Gruca, Barbara Whelan, Jennifer Calinda, Kevin Tyndall, Joyce Evans, Craig Williams, and Manuel Soares. Mr. Harris noted that additional public comments were emailed to staff prior to the meeting and will be attached to the end of the minutes.

**Agenda Item #5 - Approval of Agenda**

**Commissioner Joseph Tiseo made the motion to approve the agenda as presented. Commissioner Stephen Deutsch seconded the motion. There were no objections, and the motion passed unanimously.**

**Agenda Item #6 - Review and Comment on the Joint Transportation Regional Incentive Program (TRIP) Project Priority List**

Mr. Scott and Mr. D’Juan Harris provided a Power Point presentation on the Joint Transportation Regional Incentive Program (TRIP) Project Priority List. The presentation can be accessed at the following link (pages 2-3): [TRIP Project Priorities](#). Chair Constance commented on the sales tax advance for right-of-way purchase, appreciation for FDOT support and the RAISE Grant. He asked if there were any comments. There were none.

**Agenda Item #7 - Charlotte County Economic Development Overview**

Mr. Harris introduced Mr. Dave Gammon, Charlotte County Economic Development Director, who then provided a Power Point presentation as an overview of Charlotte County Economic Development. The presentation can be accessed at the following link (pages 4-26): [Charlotte County Economic Development](#). Chair Constance asked if there were any questions. There were none. Chair Constance thanked Mr. Gammon for the presentation. Commissioner Herston commented on the Airport Authority.

**Agenda Item #8 - Burnt Store Road Corridor Improvements - Status Update**

Mr. Scott and Mr. Harris provided a Power Point presentation as a status update on the Burnt Store Road Corridor Improvements. The presentation can be found at the following link (pages 27-29): [Burnt Store Corridor](#). Commissioner Deutsch commented on the coordination between Lee and Charlotte Counties with regard to the completion of the Burnt Store Road project. Mayor Matthews mentioned speeding issues along the Burnt Store corridor and the need for traffic calming. Commissioner Hamman commented on Burnt Store as an evacuation route, addition of traffic light, and public comments. Chair Constance mentioned public comments, traffic light, and zero fatalities. Commissioner Tiseo commented on narrow medians on Veterans, growth, example of Marathon signal, and possible signal for safety on Burnt Store. Chair Constance asked if there were additional comments. There were none. He asked the MPO Executive Directors to bring the item back to their respective MPO Boards for additional discussion. Mr. Scott and Mr. Harris agreed.

### **Agenda Item #9 - Green Gulf Boulevard Extension**

Mr. Harris provided a Power Point presentation on the Green Gulf Boulevard Extension. The presentation can be accessed at the following link (pages 30-31): [Green Gulf Boulevard Extension](#) Mr. Harris noted questions could be directed to Charlotte County Public Works. Chair Constance asked if there were any questions. There were none. He thanked Mr. Harris for the presentation.

### **Agenda Item #10- Status of the SR 31 Projects and Staff Coordination on Future Improvements**

Mr. Scott and Mr. Harris provided a Power Point presentation on the status of the SR 31 projects. The presentation can be found at the following link (pages 32-41): [SR 31 Projects](#) Chair Constance asked about the dedicated right for each direction related to volume, right-of-way to construct, and providing additional information at March meeting. Mr. Harris said he would. Mr. Scott continued the presentation. He asked if there were any questions. Commissioner Deutsch commented on the lack of shoulders, reduction of speed limit, increased traffic due to development, crashes during daylight hours, head-on collisions, and the need to address the lack of shoulders. Mr. Scott asked if there were any additional comments. There were none.

### **Agenda Item #11 – Update on the I-75 Connect Studies and the Recent Transportation Budget Proposal Announcements**

Mr. Scott provided a Power Point presentation as an update on the I-75 Connect Studies for the North, Central, And South Corridors and Recent Transportation Budget Proposal Announcements. The presentation can be viewed at the following link (pages 42-64): [I-75 Connect Studies](#) Mr. Scott noted I-75 project staff will present additional information in the future, noise wall comments, FDOT offering virtual meeting for all MPOs to discuss questions and comments on all three I-75 Master Plans, SIS Plan updates, and Moving Florida Forward. Chair Constance asked if there were any questions. There were none.

### **Agenda Item #12 - Information on the MPO Activities and Schedule Related to the 2020 Census**

Mr. Scott and Mr. Harris provided a Power Point presentation on the MPO Activities and Schedule Related to the 2020 Census. The presentation can be found at the following link (pages 65-71): [MPO Activities and 2020 Census](#) Commissioner Deutsch commented on the current Charlotte County population of over 200,000, benefits of being over and under 200,000, and census updates. Chair Constance commented on regulatory, reporting, and additional funding issues. He asked if there were additional comments. There were none.

### **Agenda Item #13 - Next Meeting Date**

Chair Constance noted the joint meetings were held yearly and asked if the next meeting needed to be sooner. Ms. Bekie Leslie noted the 2024 date would be February 16. Commissioner Ruane suggested another meeting before the end of the calendar year. Chair Constance advised staff to re-evaluate in September or October if a meeting was needed sooner than February 16, 2024.

### **Agenda Item #14 - Staff Comments**

Mr. Harris thanked the staff at Burnt Store Presbyterian Church for their assistance. He also thanked the residents of the Burnt Store area for their input. Mr. Scott thanked Charlotte County – Punta Gorda MPO and Burnt Store Presbyterian Church for hosting the meeting.

### **Agenda Item #15 - Member Comments**

Councilmember Forbes commented on the Purple Heart Highway and monument being placed at the rest area in Lee County. Commissioner Deutsch added he would be at the Purple Heart meeting the following day. Mayor Matthews commented on the buildout of Punta Gorda Isles, possible future expansion of Punta Gorda

city limits, and extension of left bound turn lane at Aqui Esta. Chair Constance commented on a resurfacing project that didn't include the lane extension, example of Murdock project safety issue, and need for better response from FDOT. Commissioner Pendergrass asked if there were any closing comments from Lee County MPO Board members. There were none. Commissioner Pendergrass asked that staff follow up with additional information on a potential joint meeting at the end of the year. Commissioner Deutsch commented on progress made, slow movement of government, and appreciation for public input. Chair Constance expressed his appreciation for members of the public attending.

### **Agenda Item #16 - Public Comments**

The following members of the public provided public comments on non-agenda items: Barry Freedman, Derek Felder, and Tom Mills. Additional public comments were emailed to staff prior to the meeting and are attached to the end of these minutes. Chair Constance asked if there were additional public comments. There were none. He then provided a brief overview of MPO process and structure, FDOT involvement, funding constraints, and safety. He thanked everyone for attending.

### **Agenda Item #17 - Adjournment**

The meeting was adjourned at 11:06 a.m.

An audio recording of the meeting can be accessed at the following link: [Joint Lee Charlotte MPO 02/17/2023](#)

**All interested parties are invited to appear and be heard on each of the above items. Written comments filed with the MPO will be considered. Copies of all of the above proposed documents are available by calling the Lee MPO Office at 239-244-2220 or the Charlotte County-Punta Gorda MPO Office at 941-883-3535.**

**THIS NOTICE is published pursuant to the requirements of the Federal Laws, Florida Statutes and MPO Policy. NO STENOGRAPHIC RECORD BY A CERTIFIED COURT REPORTER IS MADE OF THIS MEETING. ACCORDINGLY, ANY PERSON WHO MAY SEEK TO APPEAL ANY DECISIONS INVOLVING THE MATTER NOTICED HEREIN WILL BE RESPONSIBLE FOR MAKING A VERBATIM RECORD OF THE TESTIMONY AND EVIDENCE AT THIS MEETING UPON WHICH ANY APPEAR IS TO BE BASED.**

**Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact the Lee MPO at 239-244-2220 or the Charlotte County-Punta Gorda MPO at 941-883-3535 at least seven (7) days prior to the meeting.**

***THE MPO'S PLANNING PROCESS IS CONDUCTED IN ACCORDANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND RELATED STATUTES. ANY PERSON OR BENEFICIARY WHO BELIEVES HE/SHE HAS BEEN DISCRIMINATED AGAINST BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, DISABILITY OR FAMILY STATUS MAY FILE A COMPLAINT WITH THE LEE MPO TITLE VI COORDINATOR CALANDRA BARRACO AT (239) 244-2220 OR BY WRITING HER AT P. O. Box 150045, CAPE CORAL, FLORIDA 33915 OR THE CHARLOTTE COUNTY-PUNTA GORDA MPO TITLE VI COORDINATOR WENDY W. SCOTT AT (941) 883-3535 OR BY WRITING HER AT 18500 MURDOCK CIRCLE, BUILDING B, SUITE 200, PORT CHARLOTTE, FL 33948.***